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The Solicitors' Journal and Reporter.

LONDON, NOVEMBER 30, 1889.

CURRENT TOPICS.

THE DELIBERATIONS of the Lord Chancellor and the judges of the Chancery Division have resulted in the conclusion the profession had a right to expect. Mr. C. E. FARMER, the senior clerk to the chancery registrars, has been appointed to fill the vacancy caused by the retirement of Mr. KOE.

IN CONSEQUENCE of the illness of Lord Justice COTTON, and the impossibility in his absence of forming a court to hear final appeals from the Chancery Division, his two colleagues, Lord Justice BOWEN and Lord Justice FRY, are, on the three last days of this week, assisting in the Queen's Bench Division as members of divisional courts. It was noticeable that on Thursday last an appeal from Lord Justice BOWEN was in the day's list of Court of Appeal No. 1.

IT SEEMS scarcely credible that the complaint of the Lords Justices of defective drainage in the proximity of Court of Appeal No. 2 can be well founded. We know that some years ago there was real ground for such a complaint, and that a wall was then built across a passage running below the bench, so as to prevent the access of effluvium which was demonstrably existent. Should the evil then supposed to be remedied still be in operation, great blame attaches to someone whose want of care has allowed it. The space beneath the court is stated to be unused, and we are informed that the only measure now being taken is to whitewash this space, with the idea of disinfecting it. The country cannot afford to have judges taken ill from such a preventible cause, and we trust that more effectual means to avoid a recurrence of the present complaint will be speedily taken.

IT IS UNDERSTOOD that in their deliberations with the Lord Chancellor the judges of the Chancery Division were unanimous in the opinion that the attendance of a registrar in court is essential to the due transaction of the business. A suggestion had been made that the attendance of a registrar in the Court of Appeal was unnecessary, and this came as a surprise to the judges of that court, who had no notice of any such proposal. To suggest depriving them of the assistance the registrar affords, without first learning their views, was calculated to arouse dissatisfaction, and it is understood that Lord Justice COTTON, who was unable to attend the meeting, sent an expression of his views in writing. Another suggestion put forward was, that on the hearing of witness actions the registrar should send his clerk to sit for him in court. This suggestion did not provide a substitute for the clerk, whose work must, in his absence from chambers, be left undone or handed over to someone else. The judges are to be congratulated on the fact that both these suggestions have been abandoned.

While we find the Council of the Irish Incorporated Law Society stating in their report, just issued, that "the introduction of two sets of lectures, junior and advanced, . . . has proved most satisfactory," and that "the attendance of apprentices [*i.e.*, articled clerks] has been satisfactory," the English Incorporated Law Society had in their last report to "regret that the number of subscribers to the lectures has fallen to 57, and to the lecturers' classes to 32, as against 87 and 39 for the previous year." We are sorry to have to recur to this subject again; we do not doubt that the Council of the Incorporated Law Society are aware of its importance and have given it consideration. There has, however, been no announcement of any contemplated change, and if matters are to remain as at present, the lecture-rooms might as well be closed. It is almost a farce to keep up a staff of lecturers for fifty or so out of the hundreds of articled clerks in the metropolis. We have referred on previous occasions to some of the causes which appear to have led to this state of things; we would now add this further query, does not the neglect of the lectures by the articled clerks shew that they are under the impression that the lectures do not afford them the kind of knowledge they want? We mean no imputation on the lecturers, who, for anything we know, may most efficiently carry out the kind of teaching prescribed. But what if the kind of teaching prescribed does not meet the wants of the students? What they want is, we take it, a clear statement of the leading principles of law, so expounded as to enable them to apply the principles both in their daily work and in the examinations which they have to undergo. It seems to us possible that if there were more relation between the lectures and the examinations there would be less difficulty in getting the class-rooms filled Practical expositions of principle in the lectures, and examination questions directed to principle and not to niggling detail, would seem to be remedies worthy of the attention of the council.

We suppose that the Solicitor-General's remarks at the dinner of the Plumbers' Company on newspaper attacks on judges may have had some relation to certain recent newspaper criticisms on city courts. We cannot think that the bench will be very grateful to him for suggesting (if he meant to suggest) that judges, alone among public characters, should be exempt from the wholesome influence of newspaper comment. The ablest of them, when they refer to the matter in after-dinner speeches, constantly dilate on the rule that a judge ought not to aim at popularity. He ought not, therefore, to complain of criticism as tending to diminish popularity. We have, indeed, on more than one occasion ventured to point out that the rule referred to is a very ambiguous one. "Popularity" may mean either popularity with a class or with the nation at large; temporary popularity or permanent popularity; popularity as a judge or popularity as a man. We have further endeavoured to shew that no judge can be permanently popular with the nation as a judge unless he is inflexibly just, dignified, patient, and courteous, and we have inquired whether a judge ought not to aim at popularity based upon these attributes. And we may now add that if he aims at this kind of popularity he is not at all likely to have anything to fear from newspaper criticisms. The fiercest storm of obloquy, stirred up, it may be, by fanatics or wrong-headed partizans, will leave his judicial character unharmed if such character is rooted in the belief of the profession and the public, derived from observation of his whole judicial career, that he possesses the attributes we have mentioned. On the other hand, judges who did not possess these attributes would find little protection from an absence of newspaper criticism. They could not stop tongues from wagging, and reports of idleness, ignorance, or injustice on the judgment seat would not spread much less rapidly from being kept out of the public prints. It is right to say that the reports we have seen of Sir E. Clarke's speech were obviously greatly condensed; and it is quite possible that the context might considerably qualify the remarks which are reported. The speaker also, we trust, would say that his observations were not inspired by any judge.

It is provided by ord. 6, r. 10, of the County Court Rules, 1889, that "*the solicitor* of a plaintiff suing by a solicitor shall *indorse on the particulars his name or firm, and place of business*, and shall state thereon where he will accept service of proceedings in the action or matter on behalf of the plaintiff, otherwise the costs of entering the plaint by the solicitor shall not be allowed." Hitherto it appears to have been considered that it was a sufficient compliance with the above rule for a solicitor to indorse on the particulars of the plaint his name and address in a *lithographed form*, and some solicitors have been in the habit of affixing their names and addresses to the indorsement by means of a stamp, while others have had their names signed by the hands of their clerks. Whether the requirements of the above rule are satisfied by any of these modes of procedure will shortly have to be determined by the High Court; for in the case of *Rees* v. *Terrell* (which came before the Queen's Bench Division on Tuesday last), in which it appeared that the deputy county court judge of Croydon had refused to hear an application for costs of a plaint made by a solicitor who had indorsed his name and address on the particulars of plaint by means of a lithographed form, the court granted a rule *nisi* for an order to the county court judge to hear and determine the said application. In support of the application it was stated that the question involved affected a great many cases, and that the Incorporated Law Society were therefore anxious that it should be settled in the interests of the profession. It may be well to mention that others, besides solicitors, are interested in having the above question adjudicated upon; for example, overseers, who though directed to sign the list of voters, very commonly have their signatures affixed by the hands of others, and also revising barristers, who, though required to sign each page on the lists, very commonly have their signatures stamped by a clerk. The question raised in the above case recalls to mind the case of *Blades* v. *Laurence* (L. R. 9 Q B. 374), in which it was held that an order purporting to be made by a judge at chambers, and bearing the signature of the judge *impressed by a stamp*, transferring a cause to the county court, must be obeyed by the county court judge, without inquiry as to the circumstances under which it was made. It is, however, to be noticed that, in the case cited, the signature of the judge was stamped by the clerk at judge's chambers, according to a long-established practice, and that the judge himself was not required by any statute or rule of court to affix his signature to the order with his own hand.

In our last week's issue we reported a case, *Ex parte Webber* (*ante*, p. 65), in which a divisional court of the Queen's Bench Division sitting in bankruptcy decided that the official receiver ought to be served with notice of an appeal against a receiving order, and dismissed an appeal against such an order made in a county court, on the ground that the official receiver had not been served, the proper time for serving notice of the appeal having expired. Singularly enough, on the very day on which that report appeared the same point was raised in the Court of Appeal No. 1 in the case of *Ex parte Harris* (reported elsewhere). It was argued that the principle of *Ex parte Ward* (15 Ch. D. 292) applied. There it was held, under the Bankruptcy Act, 1869, that upon an application to annul an adjudication of bankruptcy the trustee in the bankruptcy ought to be served, because he represented the interests of all the creditors, and the matter was one which did not concern only the debtor and the petitioning creditor. It was argued that for this purpose the official receiver now stands in the same position as the trustee did under the Act of 1869, the only difference being that the estate of the debtor is not vested in him as it was in the trustee. In *Ex parte Harris* an order had been made staying the proceedings under the receiving order pending the appeal. The Court (Lord Esher, M.R., and Lindley and Lopes, L JJ.), after hearing the point fully argued, said that, the proceedings having been stayed, the official receiver could not interfere pending the appeal, and for this reason they thought that it was not necessary to serve him with notice of the appeal. But the question whether, when there had been no stay of proceedings, the official receiver ought to be served was one of general importance, and the court would take time to consider it. So far as we know, this is the first occasion on which this point has been raised in the Court of Appeal since the Bankruptcy Act, 1883, came into operation. It seems to have been the practice at first for the official receiver to appear on the hearing of such appeals, as in *Ex parte Dixon* (28 Solicitors' Journal, 497, 13 Q. B. D. 118). But in that case the Court of Appeal laid it

down that the official receiver ought not to appear, unless he had some special reason for so doing, and that, as a general rule, he would not be allowed his costs of appearance. We believe that a great number of appeals from receiving orders have been disposed of without any service on the official receiver. Possibly the rule laid down in *Ex parte Dixon* has not merely discouraged the official receiver from appearing, but has led to the practice of not serving him with notice of appeals from receiving orders. The practice will, however, shortly be settled by the highest authority.

THE DECISION of the Court of Appeal in *Tomlinson* v. *Consolidated Credit and Mortgage Co.* (*Limited*) (*ante*, p. 61) can hardly be said to make any new law, but it shews conclusively that a bill of sale holder can, if he has the grantor on his side, defeat the landlord's right of distress. By 11 Geo. 2, *c.* 19, s. 1, whenever any tenant or tenants of lands, in respect of which a rent is reserved, "shall fraudulently or clandestinely convey away or carry off or from such premises *his, her, or their* goods or chattels" in order to avoid a distress, the landlord may, within thirty days, follow them and seize them wherever they may be found. In terms this only applies to the tenant's own goods, and it hardly requires authority to shew that the effect of the section must be so restricted. Such authority is to be found, however, as far back as 1816 in *Thornton* v. *Adams* (5 M. & S. 38), and upon this no doubt has ever been thrown. Moreover, though a tenant who removes his own goods in order to avoid a distress acts fraudulently within the meaning of the Act, and anyone who assists him makes himself liable, under section 3, for double the value of the goods, yet there is no fraud committed by a stranger, lawfully entitled to the goods, who removes them in order to defeat the landlord's rights. Thus in *Bach* v. *Meats* (5 M. & S. 200) a creditor of a tenant, knowing that he was in distressed circumstances, and in fear that the landlord would distrain, accepted some of the tenant's goods in satisfaction of a *bonâ fide* debt, and removed them from the premises, it was held that he had lawfully become the owner of the goods, and was no party to a fraudulent removal. These two cases seem fully to cover the circumstances of the present one. A bill of sale had been given over furniture, and by this, of course, the ownership in it passed from the tenant to the bill of sale holder. After dark on quarter-day the latter seized the goods, and, with the tenant's consent, removed them from the house forthwith. The next day a distress might have been put in, and the landlord brought the action against the bill of sale holders for an unlawful removal. But, clearly, neither were the goods the goods of the tenant within the statute, nor were the defendants in any way acting fraudulently in asserting their own rights to the prejudice of the landlord. The only substantial point, indeed, was whether the landlord was entitled to insist on the observance of section 13 of the Bills of Sale Act, 1882, which requires that goods seized under a bill of sale shall be allowed to remain on the premises for five days; but in *Lane* v. *Tyler* (56 L. J. Q. B. D. 461) it was pointed out that this was not intended to give the landlord any additional security, and that he had no title to complain if the tenant consented to waive the benefit of it. This was held to settle the matter, and it appears, therefore, that a bill of sale holder can make sure of evading a distress if only he takes care to make friends with his grantor.

A CASE recently before the Court of Appeal seems to shew that some misapprehension prevails with regard to the time within which an appeal must be brought from an order made in chambers. Rule 15 of order 58 of the R. S. C. provides that "no appeal to the Court of Appeal from any interlocutory order, or from any order, whether final or interlocutory, in any matter not being an action, shall, except by special leave of the Court of Appeal, be brought after the expiration of twenty-one days, and no other appeal shall, except by such leave, be brought after the expiration of one year. The said respective periods shall be calculated, *in the case of an appeal from an order in chambers, from the time when such order was pronounced, or when the appellant first had notice thereof*, and in all other cases from the time at which the judgment or order is signed, entered, or otherwise perfected, or, in the case of a refusal of an application, from the date of such refusal." It will be remembered that in *Re Blyth and Young* (13 Ch. D. 416) the Court of Appeal decided that the time for appealing from an order upon a summons under section 9 of the Vendor and Purchaser Act, 1874, is the same as the time limited by the rule for appealing from an interlocutory order, and not that limited for appealing from a final judgment or order. In the 6th edition of Daniell's Practice, vol. 2 (published in 1884), at p. 1285, the time for appealing from an interlocutory order is stated in accordance with rule 15, with this exception, that the words above placed in italics are entirely omitted, and there is thus no reference to the distinction with regard to the time for appealing between orders made in court and orders made in chambers. In the case to which we are now referring an order under section 9 (not a refusal) had been made in chambers. The judge certified that he had heard the case fully argued in chambers, and did not require any further argument in court, so that an appeal might be taken at once to the Court of Appeal. Notice of appeal was given within twenty-one days from the date of the entering of the order, but more than twenty-one days from the date on which the order was pronounced. An application was made to the Court of Appeal to extend the time for appealing, on the ground that the articled clerk of the appellant's solicitors had been misled by the above statement in Daniell, which says nothing about the time for appealing in the case of an order made in chambers. The court refused the application. They thought the ground alleged for it insufficient, and said that, in order to ascertain the practice, solicitors ought to look at the rules themselves, and not to rely upon statements in text-books. Our readers will do well, therefore, to take note of the fact that the time for appealing from an order made in chambers may, when the order is not a refusal of an application, be shorter than the time for appealing from a similar order made in court.

THE DECISION of a divisional court in *Schwartz* v. *Locket*, which we report elsewhere, is open to misapprehension from the somewhat unguarded expressions which occur in the judgment. The court are stated to have held "that, in such a tenancy from year to year, there was no implied covenant for quiet enjoyment, and that it would be most unreasonable to assume that the law imposed any such condition in the case of a tenancy from year to year." Nothing can be better established than that a contract for quiet enjoyment is implied by law on a parol tenancy (*Bandy* v. *Cartwright*, 8 Ex. 913; *Hall* v. *City of London Brewery Co.*, 31 L. J. Q. B. 257, 2 B. & S. 737). But it is equally well settled that this implied contract is limited to the duration of the landlord's interest, and that, where he is a lessee, it does not extend beyond his lease (*Adams* v. *Gibney*, 6 Bing. 656; *Penfold* v. *Abbott*, 11 W. R. 169). The case before the Divisional Court was one of an under-letting from year to year of premises held by the landlord as lessee. On the expiration of the landlord's lease, he and the under-tenant were evicted by the superior landlord, and the action was brought by the under-tenant against his landlord for damages for the eviction. The case was, therefore, fully covered by *Adams* v. *Gibney*; and the observations of the court must be taken only to refer to such a tenancy from year to year as was before them. The last paragraph of the judgment appears, indeed, to be a quotation from the judgment in *Penfold* v. *Abbott*.

At the sitting of the Court of Appeal No. 2 on Monday morning, Lord Justice Bowen, who presided in the absence of Lord Justice Cotton, stated that, in consequence of the indisposition of his learned brother, the court would be unable to proceed with the list of appeals beyond the lunacy matters, and that there would be no sitting of the court next day. Addressing the members of the bar his lordship added:—"My brother, Lord Justice Fry, and myself both desire to direct general attention to what I do not hesitate to call the foul air we are habitually condemned to breathe in this court, and against which we have protested and complained for years, but in vain. During the last week all of the Lords Justices sitting in this branch of the court have been suffering from it, and there has been a difficulty in keeping the court going, and at last one of our number has been obliged to succumb. I very much doubt whether, in the atmosphere supplied to the court, foul air is not administered to us." On a subsequent day two windows of the court were opened, as the *Times* reporter says, to the great inconvenience of the members of the bar, who were compelled to sit between the windows in the draught of cold external air which was thus introduced.

RECEIVERSHIPS IN THE QUEEN'S BENCH DIVISION.

It is due to solicitors that some statement of the costs allowable in these cases should be published by authority, for all the scales of charges which are given in the various books on taxation are misleading and useless in this matter. The necessary information is only to be found in a table in MS., which has to be followed, as far as it goes, by the master for the time being who takes all these particular taxations, and who hands it over to his successor on giving up the duty. The sort of discretion which he should use as to items which the table does not include must be made out from a study of what has been done by his predecessors, as appearing from taxed bills procured for examination from the taxing office. Solicitors, therefore, having no guide as to the charges to be made, continually bring in bills, drawn in perfect good faith, which are to a great extent inadmissible, and they are necessarily displeased when as much, perhaps, as two-thirds, or more, of the amount is disallowed. In other cases bills are made out, with the best possible intentions, at extreme length, this being the only means of covering the unknown items which the master will pass. And for the same reason it not infrequently happens that bills are brought for taxation in an incomplete form, and the master is asked to fill in details and figures; a request which, considering the circumstances, is extremely reasonable and proper.

Before the publication by authority of any table of fees, it may be as well that the existing list, which is not a long one, should be reviewed, so that if any alterations are found to be desirable, they may be made. The only sort of basis on which the list, as it stands, seems to be founded is that the defendant should pay most of the expenses of the receivership; and effect is given to this rather vaguely-indicated principle by making certain particular items, taken arbitrarily, chargeable against him. But the taxing master cannot invariably disallow all other charges but these. For when, as, of course, continually happens, the receivership estate is incumbered, the receiver is often absolutely obliged, just as a trustee under analogous circumstances would be, to do a number of acts under legal direction or through legal agency. The judge who appoints the receiver cannot, in many cases, know what an exuberant crop of costs his order will raise, since the whole circumstances of the estate have not, as is likely enough, been fully ascertained by the plaintiff at the time when the appointment is made. In a case recently before me, which was not by any means of an exceptional character, the costs of the receivership up to the time of bringing in the first account amounted, after the taxation of a scrupulously moderate bill, to within a few pence of £40. The judgment debt, with costs, was for just under £295. The yearly income of the estate was too precarious to be estimated at any definite figures, but it was clear enough that such fragments of it as might happen to remain after satisfying the interest on the earlier incumbrances, would go but a very little way at a time towards reducing the judgment debt. In this instance the plaintiff was hardly, perhaps, much advantaged by the appointment of a receiver, and his solicitor was but poorly paid for his trouble. The defendant suffered to the extent which has been mentioned, and although the worst for him is past, receivership expenses have excellent staying powers, and may be trusted to keep going even to a point a little beyond the eventual discharge of the receiver.

It may possibly be worth while to consider whether costs in all receiverships might not well be limited by order to some fixed sum, as is already done in cases where the judgment debt is of any amount between £50 and £100, or to some sum bearing not more than a certain proportion to the debt; in either case all further costs properly incurred to be as between solicitor and client (the plaintiff and not the receiver being taken to be the client), with power, however, to the taxing master to make the defendant accountable for expenses occasioned by any act or default of his for which no sufficient justification is made out. The solicitor's remuneration would thus be put on a much more proper and comfortable footing than now; and it would be all the better that the plaintiff should be led by a slight, but not unfair, shifting of the incidence of expense to count the cost to himself of procuring a receivership in cases where the debtor's estate is so circumstanced that, if a receiver is brought in to meddle with it, much of the income will be inevitably set running to waste in proceedings which will bring no reasonably commensurate advantage to anybody.

T. W. Erle.

UNDERTAKINGS TO RETURN COSTS.

An interesting discussion took place in the Court of Appeal on Wednesday, upon the application of the Attorney-General in *Attorney-General* v. *Emerson* for a stay of execution for costs, pending an appeal to the House of Lords, unless the defendants' solicitor gave an undertaking to return them in the event of the appeal proving successful. It was suggested that it was the practice of the court to require such an undertaking to be given, but, although the existence, or rather, perhaps, the correctness, of any such practice was emphatically repudiated, it may be doubted whether the question was quite threshed out.

The modern history of the matter begins with the case of *Justice* v. *Mersey Steel Co.* (1 C. P. D. 575), in 1876, where it was held that ord. 58, r. 16, of the R. S. C., 1875, which is identical with the corresponding rule of R. S. C., 1883, applied only to appeals from the High Court to the Court of Appeal; consequently, inasmuch as the old practice with regard to appeals to the House of Lords had not been altered, the procedure as to giving bail in error was still in force, and applications to enlarge the time for doing this had to be made, not to the Court of Appeal, but to that division of the High Court to which the action was attached. Then came the Appellate Jurisdiction Act, 1876, section 11 of which provided that error should no longer lie to the House of Lords, but that appeals should be taken there only in the manner prescribed by the Act. The effect of this, as was pointed out in *The Khedive* (5 P. D. 1), was to abolish also the old practice as to bail in error, and so to render inapplicable the decision in *Justice* v. *Mersey Steel Co.* At the same time James, L.J., said that the Court of Appeal was now the proper court to which an application ought to be made for stay of execution, and the respondent's solicitor was required, apparently as a matter of course, to give an undertaking to repay the costs. And in *Hamill* v. *Lilley* (19 Q. B. D. 83) a considered judgment was given confirming the rule thus laid down as to the Court of Appeal being the proper one to which to apply. It may be assumed, then, that the old practice as to giving bail in error under section 151 of the Common Law Procedure Act, 1852, is quite abolished, though the contrary is stated in the Annual Practice (at p. 784), and the question arises as to what other procedure, if any, has taken its place.

Upon this head the authorities may be said to begin with *Merry* v. *Nickalls* (L. R. 8 Ch. 205), in 1873 (though this was anterior to the abolition of procedure in error), and the Court of Appeal there said that, on appeal to the House of Lords, the costs of the suit ought to be paid according to the decree, the respondent's solicitor undertaking to repay if so required. The authority of this case has been repeatedly recognized as binding with regard both to appeals to the House of Lords and to appeals to the Court of Appeal. As to the former, the Court of Appeal said in *Morgan* v. *Elford* (4 Ch. D. 388), in 1879, that they could not alter the practice established by *Merry* v. *Nickalls*, and in *Wilson* v. *Church* (12 Ch. D. 454) the solicitor's undertaking was spoken of as the usual one. And as to the latter, the precedent of *Merry* v. *Nickalls* was followed by the Court of Appeal in *Cooper* v. *Cooper* (2 Ch. D. 492), and by Bacon, V.C., in *Eames* v. *Hacon* (W. N., 1881, p. 4). Also in *Williams* v. *Mercier* (26 Solicitors' Journal, 530) the late Master of the Rolls seems to have treated the solicitor's undertaking in an appeal to the House of Lords as a matter of course. This being so, there can hardly be a doubt as to the judicial recognition of the practice under discussion, and it is a little startling to find it now laid down that its existence is inconsistent with the discretion which, under ord. 58, r. 16, has to be exercised by the court in each particular case. In ordinary appeals, however, this must be taken to be the case, and henceforth it seems that a solicitor will be entitled to his costs absolutely, unless special reasons are shewn why the party paying them has not the full security for repayment that he is entitled to. In *Attorney-General* v. *Emerson* such special reason was held to exist in the fact that one of the defendants was a person of no means, although the other was a substantial man, the plaintiff having a right to rely on the solvency of both.

But, as to appeals to the House of Lords, the matter deserves further consideration. It was the suggestion of the court, made in the course of argument, that the application was under ord. 58, r. 16, but it is clear that that order, taken generally, applies only

to appeals to the Court of Appeal, and that this is so with regard to rule 16 we have already seen to have been held in *Justice* v. *Mersey Steel Co.* (*suprà*). If such is the case, the discretion conferred by that rule clearly does not apply, and it would seem that, since the abolition of bail in error, there is nothing left to govern appeals to the House of Lords except the rule laid down, as above stated, in *Merry* v. *Nickalls*. The fact remains, however, that the Court of Appeal refused to be guided by it, and professed to exercise a discretion instead under ord. 58, r. 16.

THE LAW OF NEGLIGENCE AND THE MAXIM *VOLENTI NON FIT INJURIA*.

The case of *Membery* v. *Great Western Railway Co.* (14 App. Cas. 179), which recently came before the House of Lords, is an example of the extraordinary length to which some of the judges seem inclined to carry the existing tendency to make employers responsible for injuries happening to *employés* in the course of the work which they are employed to do. If it were not for the fact that the judge did leave the case to the jury, and that two judges sitting in the Divisional Court did hold that the case was rightly left to the jury, we should have thought it absolutely incredible that such could be the case. Fortunately, the Court of Appeal not being altogether prepared as yet to hold it to be a universal proposition of law that, whenever an accident happens to a workman or labourer, under whatever circumstances, some company or other employer in a more affluent position shall compensate him for his injuries, they reversed the decision below, and the House of Lords has affirmed their judgment.

The facts were these. The defendants, a railway company, agreed with a contractor that he should shunt their trucks upon their line, and should supply horses and men for that purpose, the company to provide boys to assist in the shunting, when they had them, and, when they had not, the shunting to be done without boys. For several years the plaintiff, as the servant of the contractor (not of the defendants), shunted trucks on the company's line, sometimes with, and sometimes without, boys. The operation of shunting is dangerous to any man performing it without assistance. The plaintiff on one occasion asked the defendants' foreman for a boy, but, as he could not provide one, proceeded to shunt trucks alone, and, without any negligence on his part, was injured by a truck running over him. Mr. Justice Manisty, at the trial, left to the jury the questions whether it was reasonably the duty of the defendants to supply a boy; whether they neglected the duty; whether the accident was caused by such negligence; and whether the plaintiff was guilty of contributory negligence. The jury in due course answered all the questions in favour of the plaintiff, and the learned judge gave judgment accordingly. The ruling of the learned judge was upheld in the Divisional Court by Mathew and A. L. Smith, JJ.; but the Court of Appeal reversed their decision, and entered judgment for the defendants, and the House of Lords affirmed the judgment of the Court of Appeal, on the ground that there was no evidence for the jury of any negligence or breach of duty on the part of the defendants towards the plaintiff. Lord Halsbury, C., and Lord Bramwell also held that the plaintiff could not recover because he had voluntarily done the work with full knowledge of the risk he ran.

We cannot help sharing in the regret expressed by the Lord Chancellor that an action in which there was so absolutely no case should have gone from a court of assize to the Divisional Court, thence to the Court of Appeal, and ultimately to the House of Lords. It is really quite alarming, when one comes to consider the almost socialistic extension of liability involved in the view taken by the Divisional Court in this case. The logical result of that view really seems to us to come to this, that, if I engage a man to do for me work on my premises which is dangerous, but the danger of which is not in any way concealed from him, he being as well aware of it as I am, and he in doing the work is injured, I am responsible, even though it was the very description of work he was engaged to do and paid for doing. Of course we do not say that the Divisional Court held this as a proposition of law, but it seems to us that, if they were right, it would be very difficult to stop short of it. It is to be observed that this was not a case in which the relation of master and servant existed between the defendants and the plaintiff. We do not know that the case would have been altered if it had existed, but possibly it might, in that case, have been somewhat more plausibly argued that there was a duty towards the plaintiff cast on the defendants. The plaintiff was the servant of a contractor with whom the defendants contracted for the doing of the work, and, so far as we can see, could only be in as good a position as if he himself had been the contractor doing the work in person. The alleged duty must be that, whenever a man is employed by me to do something on my premises which, if done without certain assistance or appliances, is dangerous, I am responsible for the provision of that assistance or those appliances. It is impossible to say that there is anything peculiar about human assistance. Any other appliance without which the work cannot be safely done must apparently stand on the same footing.

If this represented the law, every householder would have cause for trembling indeed whenever he called in the services of builders, painters, glaziers, plumbers, chimney sweeps, and such like. Possibly, no doubt, something might turn on the employer's knowledge of the danger, but in many cases there would be just enough for the class of judge whose earnest desire is to leave everything to the jury to leave to them as evidence of such knowledge. The employer, for instance, may have seen the glazier standing on the window sill without a boy to hold on to him, and, instead of immediately rushing off and hiring a boy for the purpose, may have heartlessly gone to the City as usual. We cannot see how the doctrine can really stop short of this. Everybody who hires anyone to do anything dangerous shall compensate him if he is injured, although the person employed knows of the danger when he undertakes the work, and therefore presumably the payment covers the risk. It is not to be wondered at that in dealing with such a case as this the Lord Chancellor said that he felt embarrassed by the abundance of materials for shewing that the plaintiff had no case. The case really admits of no discussion, and is of little or no legal interest. We have referred to it only as illustrating the absurd and dangerous lengths to which the doctrine of negligence is at the present day in danger of being carried in favour of workmen and *employés*.

Though the case itself was not of any great legal interest, there were some interesting *obiter* observations in the judgments with regard to one of the problems raised by the cases of *Thomas* v. *Quartermaine* (35 W. R. 555, 18 Q. B. D. 685) and *Yarmouth* v. *France* (36 W. R. 281, 19 Q. B. D. 647). That problem is whether, for the purpose of the application of the maxim *Volenti non fit injuria*, a man can ever be said to be *nolens* when he does the work by which he incurs the risk *sciens*. The veteran champion of individualism and old-fashioned political economy as against socialistic principles, Lord Bramwell, powerfully supported the negative, but the Lord Chancellor and Lord Herschell expressly reserved the question. This problem tends to run into metaphysical subtleties, and there is a certain ambiguity about the terms used in relation to it which tends to some confusion. We think it absolutely clear, as Lord Bramwell says, that, in any accurate sense of the term, a man can never, in the absence of physical compulsion or duress, be said to do anything *nolens*. The popular expression by which a man is said to do a thing unwillingly will not, in our opinion, bear the test of logical analysis for a moment.

So far all appears to us straight sailing, but this way of putting the case perhaps hardly meets the contention on the other side, properly stated; which is that, though a person may voluntarily do the act which immediately subjects him to the risk, he yet may not be *volens* in the sense in which the term is used in the maxim. We are not sure that voluntarily doing a thing by which a risk is incurred and voluntarily incurring the risk are necessarily identical things under all circumstances. Taking the instance of *Yarmouth* v. *France*, no one could say that the plaintiff there involuntarily drove the horse; what was said was that he did not voluntarily incur the risk, in the sense that he did not assent to the use of a vicious and dangerous horse as part of his employer's plant. The proposition that seems to us to underlie this part of Lord Bramwell's argument is that, if the risk would not be incurred but for the act of the plaintiff done voluntarily with knowledge of the danger, the case comes within the maxim *Volenti non fit injuria*. We doubt whether that proposition is quite so clear as might perhaps be supposed. The true sense of

the word "*volens*" in the maxim may be "assenting to that which, in the absence of such assent, would be an *injuria*." The whole question seems really to depend on what constitutes *injuria* under the Employers' Liability Act. We propose to return to this subject at an early opportunity.

LEGISLATION OF THE YEAR.

FRIENDLY SOCIETIES.

(FRIENDLY SOCIETIES ACT, 1889 (52 & 53 VICT. c. 22.))

This is a short Act repealing and re-enacting in a slightly different form the Friendly Societies Act, 1888 (51 & 52 Vict. c. 66). It provides in certain cases for exemption from the provisions of section 30 of the Friendly Societies Act, 1875 (38 & 39 Vict. c. 60). According to these, friendly societies which receive contributions by means of collectors at a greater distance than ten miles from the registered office of the society are subject to special regulations. Members on joining are to receive copies of the rules and printed policies; no forfeiture is to be incurred by a member through default in paying a contribution until a written or printed notice has been sent to him stating a time and place for payment to be made so as to avoid forfeiture; no person can be transferred from one society to another without his written consent; no collector is to be a member of the committee of management; there is to be one general meeting every year, of which proper notice is to be given; and balance-sheets are to be prepared for the inspection of members. It has never been quite clear why these and the other provisions of the section were not made applicable to all friendly societies alike, instead of being restricted in the manner above described. The one relating to forfeiture on default in payment was intended to guard against the system of encouraging forfeitures and lapses, and might well be universal; while every society may properly be required to hold annual meetings and prepare balance-sheets. It was provided, however, by the Act of last year that, in the case of a society constituted in the manner described in section 30 of the Act of 1875, the Chief Registrar of Friendly Societies might grant it a certificate of exemption from the provisions of that section, though, as a preliminary, he must be satisfied that the society had been so constituted solely on *bonâ fide* grounds of advantage or convenience to its members. In the present Act this requirement is omitted, but, instead of it, the approval of the Lords Commissioners of the Treasury is to be given before the certificate is granted. Moreover, the registrar must be of opinion that the society is not one to which the provisions of section 30 ought to apply. The certificate of exemption may be revoked, and for that purpose, under the Act of 1888, notice of revocation must have been transmitted to *and received by* the society. It is now enacted that the notice must be advertized in the *London Gazette* and a local newspaper, and also sent by registered letter to the registered office of the society.

THE NEW BOARD OF AGRICULTURE.

(BOARD OF AGRICULTURE ACT, 1889 (52 & 53 VICT. c. 30)).

This Act establishes a Board of Agriculture and provides, *inter alia*, for the transfer to it of certain statutory powers and duties now existing in the Privy Council and the Land Commissioners. By section 2 (*a*) it takes over from the Privy Council the administration of the Destructive Insects Act, 1877, and the various Contagious Diseases (Animals) Acts from 1878 to 1886. But the most important change is introduced by section 2 (*b*), which transfers to the new board the powers and duties of the Land Commissioners. This is done by reference to a list of statutes contained in part 2 of the first schedule to the Act, and which appears to include all those under which the commissioners have exercised their powers. They are the Tithe Rent-charge Acts, beginning with the Tithe Commutation Act, 1836 (6 & 7 Will. 4, c. 71), and including several local Acts; the Copyhold Acts from 1841 to 1887; the Inclosure Acts from 1845 downwards; the Drainage and Improvement of Land Acts; and a number of miscellaneous Acts, public and private. The Act also provides, of course, for the transfer of the Land Commissioners and the persons employed under them to the Board of Agriculture. This is done, as to the persons employed, by section 9 (2), and section 10, which provides that after the establishment of the board no new Land Commissioner shall be appointed, also enacts that the present commissioners shall be assigned such position in or under the board as her Majesty may direct, provided that their present position shall not thereby be affected for the worse.

Besides the statutory powers thus transferred, the new board has various general powers given to it. Under section 2 (2) it has to collect and prepare statistics relating to agriculture and forestry, and to superintend and assist education in these matters, while under sub-section (3) it may aid in making inquiries, experiments, and research. Section 3 confers upon it general powers with regard to the muzzling and control of dogs. Moreover, under section 4 the Queen in Council may from time to time transfer to it any statutory powers and duties of other Government Departments which appear to relate to agriculture and forestry, and to be of an administrative character. Orders for this purpose must be laid before Parliament in the usual way.

The second schedule contains a list of various statutes repealed. These consist of the enactments relating to the appointment, &c., of the Land Commissioners, and their predecessors, the Inclosure Commissioners, Copyhold Commissioners, and Tithe Commissioners. In particular, the first five sub-sections of section 48 of the Settled Land Act, 1882, under which these three bodies were replaced by the one body of Land Commissioners, are repealed, but the general powers of these last to provide for the execution of improvements on settled land given by sub-section (6) of the same section are, of course, preserved and transferred to the new board.

OPTION OF PURCHASE IN BUILDING LEASES OF SETTLED LAND.

(SETTLED LAND ACT, 1889 (52 & 53 VICT. c. 36)).

This is a short Act providing that building leases and agreements for building leases under the Settled Land Act, 1882, may contain an option for purchase by the lessee. Such a course was allowed by Chitty, J., in *Re Cardigan, Cardigan* v. *Curzon-Howe* (Wolstenholme & Turner's Conveyancing and Settled Land Acts, p. 233), where he authorized a tenant for life to grant building leases for ninety-nine years, with an option to purchase the fee simple within five years at twenty-five years' purchase. But as the authors of the work referred to point out, it is difficult to see how such an option was authorized by the Act of 1882, and accordingly express legislative sanction has now been given. The time within which the option is to be exercised is not to exceed ten years, and the price, which must be fixed at the time of making the lease or agreement for the lease, is to be the best which, having regard to the rent fixed, can be reasonably obtained. It may be either a fixed sum of money or a sum equivalent to a stated number of years' purchase of the highest rent reserved. The money, when received, is to be capital money under the Settled Land Act, 1882.

CORRESPONDENCE.

AFFIDAVIT OF NO SETTLEMENT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The text-books lay down as a principle of English law that there is no wrong without a remedy, and then promptly proceed to explain away a doctrine which, were it literally true, would make England a very Utopia. The remedy of the educated Englishman, when he has no other, is to write to the *Times*, and though he may get no redress, he often feels some relief when he sees a narrative of his grief in print. On that principle I am about to ask you to give publicity to what strikes me as about as absurd an illustration of red tape triumphant as it is easy to find.

In an administration suit among the persons interested in the funds in court were several married ladies, and, with a view to the hearing on further consideration, I filed affidavits in the common form—in some cases, of no settlement, in others, exhibiting the settlements. As the amount distributable is not very large, and the settlements are somewhat numerous and lengthy, I myself made an affidavit to which they were all exhibited, and stated that none of them in any way affected the respective interests of the ladies in the fund in court.

One of the affidavits of no settlement was made by the lady alone, and an objection was promptly taken that it was insufficient because her husband did not join in it. The only answer to this is, that anyhow the husband cannot make one now, as he has died since the last affidavit was sworn. Will it be credited, however, that the registrar insists upon her re-swearing as a widow the affidavit she swore a few months ago as a wife, because the one she made when her husband was alive is "bad"!

Again, the registrar declines to be content with my affidavit as to the effect of the settlements, since, while he admits that it would be sufficient if the order had been made in chambers, he alleges that where an order for the division of a fund is made in court, the certificate of counsel will alone suffice as to the meaning of the settlements.

If, Sir, some modern humourist had told such a tale of the present practice of the court he would have been accused of either ignorance or prevarication; but while it has its comic, it has its serious side. That suitors should be mulcted in costs to satisfy such whims—I can call them nothing else—as I have mentioned seems to me an evil which a reforming Lord Chancellor might occupy himself to

remedy with far more advantage to the public, if not to the profession, than will ever be obtained from some of the so-called reforms for which he chiefly is responsible. H.

Hereford, Nov. 25.

[Is not our esteemed correspondent a little hard on the registrar, who, we imagine, is bound to have regard to rules of practice, which are not always in accordance with common sense?—ED. *S. J.*]

CASES OF THE WEEK.

Court of Appeal.

GLASSCOCK *v.* BALLS—No. 1, 21st November.

BILL OF EXCHANGE—PROMISSORY NOTE—COLLATERAL SECURITY—BONA FIDE HOLDER FOR VALUE.

This was an appeal from the decision of Lord Coleridge, C.J., at the Cambridge Assizes. In May, 1883, the defendant was indebted to one Wayman in the sum of £641 11s. 9d., as security for which Wayman held the plaintiff's promissory note payable to his order on demand for the sum of £289 9s. 9d. Wayman desired further security, and the defendant executed a mortgage to him of certain property to secure the whole amount of his debt. Wayman signed a memorandum stating that he held the promissory note as a collateral security for the debt. On May 12, 1883, Wayman transferred the mortgage by a statutory transfer to one Hall for £700, and on May 6, 1884, he indorsed the promissory note to the plaintiff to secure a debt of £200 due from him to the plaintiff. It was admitted that the plaintiff had no notice of the mortgage. Wayman had since paid the plaintiff £60, and the present action was brought against the defendant on the promissory note to recover the balance of £140 due from Wayman to the plaintiff. Lord Coleridge, C.J., gave judgment for the plaintiff, and the defendant appealed.

THE COURT (LORD ESHER, M.R., and LINDLEY and LOPES, L.JJ.) dismissed the appeal. LORD ESHER, M.R., said that *primâ facie* a *bonâ fide* indorsee for value of a promissory note was entitled to sue the maker. In order to escape this liability, the maker of the note must bring himself within some recognized rule of law. In this case he endeavours to bring himself within the principle laid down in *Bartram* v. *Caddy* (9 Ad. & E. 275). In that case it was held that if, after the maker of a promissory note had paid it, and it had come back unto his hands, he reissued it, a *bonâ fide* holder for value could not sue upon it. But the reason of that decision was to be found in the Stamp Acts. The note when reissued was a fresh note, and consequently required a stamp, and if it were not stamped it was not a negotiable instrument and could not pass by indorsement. The principle laid down by that case only applied where there was a reissue of the note. There could be no reissue unless the note came back into the power and control of the original maker. If it were current, even though it had been paid, there was nothing to prevent a *bonâ fide* indorsee for value from suing the maker upon it. Here, however, there had been nothing which amounted to payment of the note. It had never been paid and had never returned into the hands or power of the maker. Therefore it could not be reissued. The principle relied upon, therefore, was not applicable, and the ordinary rule prevailed. LINDLEY, L.J., said that there was no defence either at law or in equity upon the facts of the case. As between Wayman and the defendant, no doubt Wayman could be prevented from suing him on the promissory note in any other capacity than that of a trustee for Hall, but there had been no payment or reissue of the note, and a holder for value without notice was entitled to sue upon it. LOPES, L.J., concurred.—COUNSEL, *Tindal Atkinson; Horace Browne.* SOLICITORS, *Francis & Thomas Smith & Sons*, for *W. Peed*, Cambride; *Torr, Janeways, Gribble, & Oddie*, for *Lyon*, Cambridge.

ATTORNEY-GENERAL *v.* EMERSON—No. 1, 27th November.

PRACTICE—APPEAL TO HOUSE OF LORDS—STAY OF PROCEEDINGS—UNDERTAKING BY SOLICITOR TO RETURN COSTS.

In this case an application was made for a stay of execution pending the appeal to the House of Lords, unless the defendant's solicitor would give his personal undertaking to return the costs if the appeal was successful. The case was heard in the Court of Appeal in December last, when the court reversed the decision of the Divisional Court and gave judgment for the defendants. There was now an appeal from that decision to the House of Lords, and it was contended that it was the established practice in this court to grant a stay of proceedings, unless the solicitor would give his personal undertaking to return the costs in the event of the appeal being successful.

THE COURT (LORD ESHER, M.R., and LINDLEY and LOPES, L.JJ.) refused to recognize any such practice. LORD ESHER, M.R., said that the application was made under ord. 58, r. 16. That rule gave a discretion, an absolute judicial discretion, to the court to grant a stay or not. The rule was binding on the court, and it could not be limited by any practice. There was no such practice as suggested, and the courts had no authority or power to alter the rule by any practice. The court had an absolute discretion in each case to grant a stay or not as they thought right under the particular circumstances. The rule was made on consideration of the rights of solicitors, and in order to get rid of the old rule that the granting of a rule *nisi* always operated as a stay of proceedings. LINDLEY, L.J., said that he protested against the notion of any limitation being imposed by practice on the discretion given to the court by the rule. It was the bounden duty of the court to exercise the discretion given to it, and it was not competent to any court to lay down rules to limit its future exercise of that discretion. No doubt such a course was frequently taken and saved trouble; but it was utterly and entirely wrong for a court to limit in such a way the absolute discretion given to it. There was no such practice, and there could not be any such practice as was now suggested, and he demurred entirely to the contention that such a practice had ever or could ever prevail. LOPES, L.J., concurred.—COUNSEL, *Sir R. E. Webster*, A.G., and *Ingle Joyce; Stuart Moore.* SOLICITORS, *T. W. Gorst; F. E. Goodhart.*

ALEXANDER *v.* SIMPSON—No. 2, 27th November.

COMPANY—EXTRAORDINARY GENERAL MEETING—NOTICE TO SHAREHOLDERS—VALIDITY—COMPANIES ACT, 1862, s. 51.

This was an appeal against a decision of Chitty, J. (*ante*, p. 30), the question being whether valid notice had been given of the second of two extraordinary general meetings of the shareholders of a company, respectively held for the purpose of passing and confirming special resolutions for the voluntary winding up of the company, and its reconstruction by means of a sale to a new company. The articles of association of the company provided that seven days' notice in writing specifying the place, day, and hour of meeting, and, in the case of special business, the general nature of such business, should be given to the members before any general meeting. By this action, to which some of the directors and the voluntary liquidator of the company were defendants, the plaintiff (suing on behalf of himself and all the other shareholders except the defendants) claimed a declaration that the resolutions in question were not validly passed, and an injunction to restrain the defendants from carrying them into effect. The resolutions purported to have been passed and confirmed at general meetings held respectively on the 12th of July and the 29th of July. The question was as to the validity of the notice given of the meeting of the 29th of July. On the 3rd of July, 1889, the company sent to the shareholders a notice of an extraordinary general meeting to be held at a given time and place on the 12th of July, for the purpose of passing resolutions for the voluntary liquidation and reconstruction of the company, and the notice also stated that "should such resolutions be duly passed the same will be submitted for confirmation as special resolutions to a subsequent extraordinary general meeting of the company, which will be held on the 29th of July, 1889, at the same time and place." The meeting of the 12th of July having been held and the proposed resolutions passed, the company, on the 15th of July, sent by post to each shareholder a copy of a newspaper, containing a full report of the meeting, and in each paper so sent a special mark was placed against the report, for the purpose of calling the attention of the recipient to it. Upon a motion by the plaintiff for an *interim* injunction, Chitty, J., held that the notice of the second meeting was invalid, and the resolutions consequently bad, and he granted the injunction. He was of opinion that the fair meaning of the notice was, that, in the event of the resolutions being passed at the first meeting, the second meeting would be held. That was, as regarded the second meeting, a conditional notice, and such a notice was not good. And the defect was not cured by the subsequent sending of the newspaper to the shareholders, which was not a notice emanating from the company's office.

THE COURT (BOWEN and FRY, L.JJ.) affirmed the decision. BOWEN, L.J., said that the appellant's counsel had asked the court to put what might be called a "benevolent" construction on the notice, so as to give effect to matters which were honestly and *bonâ fide* transacted at the second meeting, and prevent the injury which would result to the company from disturbing what had been done. In his lordship's opinion it was impossible to put a "benevolent" construction upon notices relating to commercial matters, but the court was bound to consider what construction a man of business would reasonably put on the notice at the time when he received it. The test was this—What was the fair business construction which a man in the position of a shareholder would put on the notice at the time when he received it? If the notice of July 3 was to be read as meaning that the second meeting would be held only in the event of the passing of the resolutions at the first meeting, it was obvious that it would not be a good notice. It would leave the shareholder in ignorance whether the meeting was to be held on the day named or not; he would not know whether the contingency had happened or not; and the notice could not be made good by what took place afterwards. The question was whether the notice was good at the time when it was given. It was argued that the notice was capable of another construction—viz., that the meeting would be held at all events, and that the contingency applied only to the business which was to be transacted at the meeting. Which of the two was the obvious reasonable construction? It seemed to his lordship that a shareholder would naturally consider that the meeting of July 29 was to be held only in the event of its being necessary—that is, in the event of the resolutions being passed at the first meeting, because, in any other view, the directors would in one alternative have endeavoured to bring all the shareholders together—perhaps from all parts of England—when there was no business to be transacted. That, as it appeared to his lordship, would not be a business view of the matter. The construction of notices relating to the meetings of a company was not a technical matter, and his lordship agreed with Chitty, J., that such notices ought to be so plain that they who run might read, and that they ought to be construed in a business manner. FRY, L.J., concurred.—COUNSEL, *Rigby*, Q.C., and *J. F. Prior*; *Romer*, Q.C., and *Bramwell Davis.* SOLICITORS, *Powell & Burt*; *Snell, Son, & Gremip.*

High Court—Chancery Division.

Re **NEWTON'S SETTLED ESTATES**—Kay, J., 25th November.

SETTLED LAND—CAPITAL—IMPROVEMENTS—RENT-CHARGE PAYABLE TO LAND COMMISSIONERS—EVIDENCE OF NATURE OF IMPROVEMENTS—IMPROVEMENT OF LAND ACT, 1864—SETTLED LAND ACT, 1882, s. 25—SETTLED LAND ACT AMENDMENT ACT, 1887, ss. 1, 2.

Adjourned summons asking for a declaration that trustees might apply capital in payment of such part as represented principal of, first, rent-charges due to the Inclosure Commissioners for money borrowed for land drainage, and, secondly, of a rent-charge payable under an order made by the Land Commissioners on the 21st of June, 1883, and intituled under the Improvement of Land Act, 1864, and the Settled Land Act, 1882. Kay, J., on the 18th of June, 1889, authorized certain payments in respect of the land drainage rent-charge, and directed the second part of the summons to stand over for further evidence, shewing that the work done came within the description of improvements given in section 25 of the Settled Land Act, 1882. The Land Commissioners' inspector of works had made a certificate in April, 1883, in which he stated that the work consisted of new farm buildings, a new roof to a cow-house, conversion of a barn into a cow-house, a new cow-house, and re-arrangement of buildings; that £1,994 10s. 3d. had been expended in executing the works in accordance with specifications approved by the Land Commissioners; and that, in his opinion, the works "will produce a permanent improvement in the yearly value of the land exceeding the yearly amount proposed to be charged thereon." It was found impossible to obtain satisfactory evidence of the nature of the works executed; but it was contended that the certificate was sufficient to shew that the works were permanent improvements within the Settled Land Act, 1882.

KAY, J., said that the Improvement of Land Act, 1864, was wider in its scope than the Settled Land Act, 1882, and works might be included in the former which would not come within the latter. There was no evidence here that the work done was not work for which the tenant for life was liable, or that it was within the description of improvements given in section 25 of the Act of 1882, and without such evidence he could not authorize the trustees to apply capital in payment of the rent-charge to the Land Commissioners. The latter part of the summons must, therefore, be dismissed.—COUNSEL, *Renshaw*, Q.C., and *Geare*; *Kenyon Parker*. SOLICITORS, *Geare, Son, & Pease*, for *Robotham & Co.*, Derby.

Re **JOSEPH HODGSON'S CHARITY**—Kay, J., 22nd November.

ALLOTMENTS — CHARITY LANDS — POWER OF CHARITY COMMISSIONERS TO ENFORCE OBEDIENCE TO ORDERS MADE BY THEM—ATTACHMENT—CONTEMPT OF COURT—ALLOTMENTS EXTENSION ACT, 1882, ss. 4, 10.

This was stated to be the first case in which it had been found necessary to enforce by attachment an order made by the Charity Commissioners under section 10 of the Allotments Extension Act, 1882. That Act provides, by section 4, that trustees of lands vested in them for the benefit of the poor shall give public notice of their willingness to let part thereof for allotments; and, by section 10, that, if they neglect to do so, an application may be made by four or more labourers of the parish to the Charity Commissioners, who shall inquire into the matter and make an order to remedy the neglect, and that such order may be enforced in like manner as an order made by them under the Charitable Trusts Acts. By section 14 of the Charitable Trusts Act, 1853, any person refusing to comply with an order of the board is made liable to attachment for contempt of court; and section 9 of the Charitable Trusts Amendment Act, 1855, contains similar provisions. The question now arose on a motion by the Charity Commissioners for liberty to issue a writ of attachment against Henry Lee for contempt of court in not complying with the requirements of an order made by them. Henry Lee was the surviving trustee of the charity, and the commissioners, on receiving a memorial from four working men asking for allotments on the estate of the charity, wrote to him to take the necessary steps for setting apart and letting a portion of the estate according to the provisions of section 4 of the Allotments Extension Act, 1882. On the 26th of July, 1889, the commissioners made a compulsory order under section 10 of the Act. This order was made in the matter of the charity and of the Act of 1882 and of the Charitable Trusts Acts, 1853 to 1887, and was addressed to Lee. It recited that the lands were vested in him for the benefit of the poor of the parish, and that three-fourths of the rents and produce were distributed amongst them, but the lands were not otherwise used for the benefit of the parish; and that certain persons, of whom four at least were parishioners, had applied to the commissioners stating that he, the trustee, had refused to give the statutory notice as to allotments; and the order directed Lee forthwith to take proceedings for letting part of the land in allotments, and warned him that, in default, he would be liable to be proceeded against for contempt of court under the provisions of the Charitable Trusts Act, 1853, and the Charitable Trusts Amendment Act, 1855. Lee took no steps to carry out the order, and the commissioners now moved for liberty to issue a writ of attachment. Lee now appeared, and admitted that the commissioners were entitled to the writ, but he apologized and said that he had, since the service of the notice of motion, done all that could be done to comply with the order, and was ready to carry out its provisions in future. He also submitted to pay all the costs of the motion.

KAY, J., directed that the motion should stand over generally, with liberty to bring it on again at any time on giving two days' notice.—COUNSEL, *Dibdin*; *Farwell*. SOLICITORS, *Clabon*; *Paterson, Snow, Bloxam, & Kinder*.

DE FRANCESCO *v.* **BARNUM AND OTHERS**—Chitty, J., 22nd November.

INJUNCTION — INFANCY — APPRENTICESHIP — THEATRICAL APPRENTICESHIP —COVENANT BY INFANT TO PERFORM.

In this case the question arose whether covenants contained in apprenticeship deeds were enforceable by injunction against the apprentices. The apprenticeship deeds were made in 1886 between the plaintiff, the proprietor of an establishment for teaching stage dancing, two girls of twelve and fourteen, and their mother, who was a widow. The period of apprenticeship was seven years, and the deeds contained covenants by the plaintiff to qualify the girls "in the higher branches of the choreographic art," and to pay them for engagements in London and the suburbs certain small sums, and for performances abroad 5s. per week, and in the case of the latter class of engagements to also provide board and lodging. The deeds contained a provision that the services of the apprentice should be entirely at the plaintiff's disposal, and that the apprentice should not, during the term of seven years, enter into professional engagements without the permission in writing of the plaintiff. No premium was paid, and the parent undertook to provide certificates under the Education Acts. There was also a provision that on non-compliance with any provision in the deed, the plaintiff might determine the same and the parent be liable for £50 as liquidated damages. The apprentices had entered into an engagement with Barnum at Olympia, and the plaintiff moved for an *interim* injunction restraining the apprentices from performing, and their mother and Barnum from allowing them to perform, at Olympia.

CHITTY, J., said that he was giving a decision for the purposes of the motion only. He should rest his decision on the case of *Gylbert* v. *Fletcher* (Cro. Car. 179). In that case it was held that an action would not lie on covenant against an apprentice, for although an infant might voluntarily bind himself apprentice, yet neither at the common law nor by any words of the Statute of 5 Elizabeth a covenant or obligation of an infant for his apprenticeship could bind him, but if he misbehaved himself the master might correct him in his service or complain to a justice of the peace to have him punished according to the statute, but no remedy lay against an infant upon such a covenant. From the time of Charles I. until now *Gylbert* v. *Fletcher* had been treated in the text-books as a binding authority. As there was no remedy by damages, and equity followed the law, there could be no relief by injunction. At the present stage of the proceedings he did not propose to go into the question whether the covenant was for the infants' benefit. He left that question unprejudiced. It might be that when the various statutes were further examined some further explanation of *Gylbert* v. *Fletcher* might be forthcoming, but sitting, as he did, merely for the purpose of deciding an interlocutory motion, he was unable to see an escape from the authority, and was contented with it. He had to make a few observations on the recent case of *Fellows* v. *Wood* (59 L. T. 513) which had been relied upon by the plaintiff. He was of opinion that in that case the defendant was not an infant at the time of granting the injunction, and that the contract was one of service. After the expiration of the apprenticeship the apprentice, having attained twenty-one, still continued to serve the plaintiff, but afterwards went away and served one of the plaintiff's customers for his own benefit. The injunction in *Fellows* v. *Wood* was really granted against a man of full age, who had acted on a contract after his infancy had determined. He refused the present motion, with costs to be costs in the action. His lordship also intimated that the covenant, if contained in a deed made between adults, was void, on the ground of being in restraint of trade, the limitations being too wide.—COUNSEL, *Romer*, Q.C., and *Kalisch*; *Byrne*, Q.C., and *Lemon*; *T. L. Wilkinson*. SOLICITORS, *Brandon & Nicholson*; *Campbell, Reeves, & Hooper*; *H. Levy*.

FRANCIS *v.* **HARRISON**—North, J., 23rd November.

PRACTICE—PARTIES—TRUSTEE REPRESENTING BENEFICIARIES—FORECLOSURE ACTION AGAINST TRUSTEE-MORTGAGEE—R. S. C., XVI., 8.

The question arose in this case whether, under rule 8 of order 16, a trustee, who, as a mortgagee, is defendant to a foreclosure action, can represent his *cestuis que trustent*, so that they need not be made parties to the action. Rule 8 provides that "trustees, executors, and administrators may sue and be sued on behalf of or as representing the property or estate of which they are trustees or representatives, without joining any of the persons beneficially interested in the trust or estate, and shall be considered as representing such persons; but the court or a judge may, at any stage of the proceedings, order any of such persons to be made parties, either in addition to or in lieu of the previously existing parties." In the present case the plaintiffs were first mortgagees; the defendants were, the mortgagors; a second mortgagee, who was a trustee for other persons, and who had been adjudicated a bankrupt; and the trustee in his bankruptcy. No defences had been delivered, and the plaintiffs moved for a foreclosure judgment in default of pleading. The question was submitted to the court, whether the trustee-mortgagee sufficiently represented his *cestuis que trustent*. *Mills* v. *Jennings* (13 Ch. D. 659) was referred to, and also *Jennings* v. *Jordan* (6 App. Cas. 698, 710), which was the same case on appeal to the House of Lords. In *Mills* v. *Jennings*, which was a redemption action, the Court of Appeal held that trustees sufficiently represented their *cestuis que trustent*, and the House of Lords adopted the same view. Cotton, L.J., who delivered the judgment of the Court of Appeal (James, Baggallay, and Cotton, L.JJ.), after referring to *Goldsmid* v. *Stonehewer* (9 Hare App. 38), in which it was held "that, in suits relating to mortgages, trustees did not sufficiently represent their adult *cestuis que trustent*, unless it was probable that the trustee, from being executor or otherwise, had funds in hand sufficient to enable him to

redeem," said, "but that case was a suit for foreclosure, in which the trustee was a defendant whom the plaintiff sought to foreclose; and there is a reason in such a case for not giving the plaintiff the relief he seeks, unless he brings before the court all those interested in the equity of redemption who may probably have the means of redeeming the mortgage. Here the plaintiff trustee is seeking to redeem, and the dismissal of his bill will be effectual in favour of the defendant Jennings, so as to prevent any further proceedings for redemption in respect of the property vested in the plaintiff as trustee."

NORTH, J., held that in such a case the trustee did not sufficiently represent the beneficiaries. The trustee, being a bankrupt, could not redeem. The observations of Cotton, L J., were precisely in point. Even if the trustee had been solvent there would have been great difficulty in holding that he sufficiently represented his *cestuis que trustent* for the purpose of a foreclosure action. He might have no funds with which to redeem, and his *cestuis que trustent* ought not to be shut out. But, when the trustee was insolvent, it was clearly impossible to give judgment for foreclosure in the absence of the beneficiaries. The plaintiffs might have liberty to amend.—COUNSEL, *Napier Higgins*, Q.C., and *B. Fossett Lock*. SOLICITOR, *H. A. Dowse*.

Re GILES, THE REAL AND PERSONAL ADVANCE CO. *v.* MICHELL—North, J., 22nd November.

PRACTICE—TIME—MOTION TO DISCHARGE OR VARY ORDER MADE IN CHAMBERS—"FINAL" ORDER—JUDICATURE ACT, 1873, s. 50—R. S. C., LVIII., 15.

This was a motion to vary an order which had been made in chambers upon an originating summons. The plaintiffs on the summons were mortgagees; the defendants were the mortgagors and some trustees of the mortgaged property. The order which it was sought to vary directed the usual mortgage accounts to be taken as against the mortgagors, and foreclosure against them in default of payment of what should be found due by them, and dismissed the summons with costs as against the trustees. The order was made on the 26th of July by the judge personally. On the 18th of November the plaintiffs gave notice to the trustees of the present motion, by which they asked that the order of the 26th of July might be varied so far as it dismissed the summons against the trustees, and that the trustees might be ordered to pay a specified sum of money and the costs of the plaintiffs. On behalf of the respondents it was objected that the notice of motion was given too late, and that notice of motion to discharge or vary an order made in chambers ought, even if the order be final in its nature, to be given within twenty-one days from the making of the order. On the other hand, it was argued that the analogy of the time for appealing to the Court of Appeal from a final order made in court ought to be followed, just as, in the case of motions to discharge an interlocutory order made in chambers, the analogy of the time limited for appealing from interlocutory orders made in court has been adopted. *Re Lewis* (31 Ch. D. 623, 628) and *Re Johnson* (37 W. R. 765, 33 SOLICITORS' JOURNAL, 643) were referred to. In the latter case Kay, J., held that a motion to vary an order made in chambers, of which notice had been given after the expiration of twenty-one days, was too late. In that case he was disposed to think that the order which it was sought to vary was an interlocutory order, but he expressed an opinion that no longer time should be given to discharge final orders than interlocutory orders, otherwise, when an order of a final nature was made in chambers, there would be a year for moving to discharge it, and another year for appealing to the Court of Appeal, and then there could be an appeal to the House of Lords.

NORTH, J., allowed the objection. He thought that in *Re Johnson* Kay, J., had laid down a rule which was precisely in point, and he ought to follow that rule. It was important that the practice should be uniform, and that it should be known what the rule was.—COUNSEL, *Eustace Smith*; *Alexander*. SOLICITORS, *Nye, Greenwood, & Moreton*; *J. Welman*.

GROSVENOR *v.* WHITE—North, J., 22nd November.

PRACTICE—PRELIMINARY TRIAL OF QUESTION OF LAW—R. S. C., XXXIV., 2.

This case (noted *ante*, p. 63) came on again upon the notice of motion amended in accordance with the leave given by North, J. The facts, as alleged in the statement of claim, are fully stated in our former report, and it is sufficient now to say that, part of the plaintiff's claim having been satisfied by payment of money into court, the main question remaining for decision was, whether the defendants, who were trustees of a will, were liable for the loss which had resulted from thier not having accepted an offer, made to them by the Secretary of State for India, of a sum of India 3½ per Cent. Stock equal in amount to a sum of India 4 per Cent. Stock which stood in their names, and which the Secretary of State was entitled to pay off at par upon giving a year's notice to the holders. In consequence of the trustees not accepting the offer, they were paid off at par, and, at the time when they subsequently re-invested the money upon some railway securities, the 3½ per cent. stock stood at a premium in the market. The plaintiffs sought to compel the trustees to make good the difference between the amount of the cash which they invested and the value at the time of investment of the 3½ per cent. stock which they would have had if they had accepted the offer. One of the defendants, who was the acting trustee, moved, under rule 4 of order 25, to strike out the statement of claim, on the ground that, as against him, it disclosed no reasonable cause of action. North, J., refused the motion, but allowed it to be converted into a motion under rule 2 of order 34. As now amended, the notice of motion asked that, pursuant to rule 2 of order 34, the question of law might be decided, before any evidence was given or any issue of fact tried, whether (assuming the allegations of the statement of claim to be true) there was any duty on the part of the trustees to accept the 3½ per cent. stock offered to them, and whether the defendants, or the acting trustee, were, or was, guilty of any negligence or breach of duty in not accepting the new stock, and whether the present applicant (the acting trustee) was liable to make good to the capital of the trust fund the amount claimed by the plaintiffs, and that such proceedings as might be rendered unnecessary by the decision of the question of law might be stayed.

NORTH, J., refused the motion. He thought that, if he could state two alternative questions—viz., whether, if the trustees had, in fact, notice of the offer of the Secretary of State, they were liable to make good the loss? and whether, if they had not notice of the offer, they were liable—and if the decision of both those questions one way, or the decision of both those questions the other way, would get rid of the action, the preliminary trial of these questions of law would produce a useful result. But he thought there might be intermediate states of fact, and he was of opinion that in no event would the trial of the action in the ordinary way become unnecessary. He could not, therefore, usefully exercise the power given by rule 2.—COUNSEL, *Napier Higgins*, Q.C., and *Upjohn*; *Cozens-Hardy*, Q.C., and *Elgood*. SOLICITORS, *Woodcock, Byland, & Parker*; *Tyrrell Lewis, & Son*.

EMERIS *v.* WOODWARD—North, J., 23rd November.

APPLICATION TO SET ASIDE COMPROMISE OF ACTION—SUMMONS IN ACTION—JURISDICTION.

This was an application by the plaintiff in the action to set aside an agreement which had been entered into between him and the defendant for the compromise of the action. The defendant was an executor, and the agreement had been approved by the court in another action brought for the administration of the testator's estate. The present application was made by a summons entitled in both actions. It was objected on behalf of the defendant that such a question could not be raised by summons, but that the plaintiff ought to have brought a fresh action to set aside the compromise. *Gilbert* v. *Endean* (9 Ch. D. 259) was referred to. It appeared from the notes of the chief clerk that this objection had been raised in chambers at a very early stage of the proceedings, and that the plaintiff had afterwards filed affidavits and the defendant had filed affidavits in answer, and had cross-examined the plaintiff's witnesses. It was contended that by his conduct the defendant had waived the objection.

NORTH, J., on the authority of *Gilbert* v. *Endean*, allowed the objection, and he held that there had been no waiver by the defendant. The plaintiff, knowing of the objection, chose to put in his evidence, and it was then incumbent on the defendant to put in his evidence also. The summons must be dismissed.—COUNSEL, *Cozens-Hardy*, Q.C., and *B. Eyre*; *Napier Higgins*, Q.C., and *T. L. Wilkinson*. SOLICITORS, *G. L. P. Eyre & Co.*; *Long & Gardiner*.

Re THOMAS AND TURNER'S CONTRACT—Stirling, J., 14th November.

VENDOR AND PURCHASER SUMMONS—PURCHASE FOR VALUE WITHOUT NOTICE—RETURN OF DEPOSIT—MISLEADING CONDITION—JURISDICTION.

This was a summons taken out by a purchaser under the Vendor and Purchaser Act, claiming—(1) a declaration that a good title had not been shewn; (2) the return of the deposit, with interest; and (3) the costs of investigating title. The property had been bequeathed by the will of Mr. Samuel Redgrave to his wife upon trusts, under which ultimately she was tenant for life and his children were entitled in reversion; but prior to these trusts there was a power to Mrs. Redgrave to sell or mortgage any part of the property, and to apply the proceeds for her own use. The testator appointed Mrs. Redgrave sole executrix. After the testator's death chancery proceedings were commenced by the children against Mrs. Redgrave, which were compromised, the terms of the compromise being, in effect (among other things), that the powers of sale and mortgage should not be exercised, and that a new trustee should be associated with Mrs. Redgrave. A deed was accordingly executed by which Williams was appointed trustee jointly with Mrs. Redgrave, and six months afterwards Mrs. Redgrave and Williams concurred in mortgaging the property to the present vendor. The property was then sold by him to the purchaser under the power of sale. The purchaser objected that there was no power to mortgage, and that the title was consequently bad. The vendor put in an affidavit in which he swore that at the time the mortgage was executed he had no notice of the deed of compromise. The vendor had no covenant for the production of, and could not produce, either the deed of compromise or the deed appointing the new trustee. Among the conditions of sale was a provision that the purchaser should not require the production of any documents or evidences of title not in the vendor's possession. It was contended on behalf of the purchaser that, even if he was not entitled to recover his deposit on the ground of the title depending on the fact that the vendor was mortgagee for value without notice, he was entitled to do so on the ground that the condition precluding him from requiring production of documents was misleading.

STIRLING, J., held that the effect of the deed of compromise was to deprive Mrs. Redgrave of her power to mortgage; that a title depending (as the present one did) on the vendor being a mortgagee for value without notice was not one which could be forced on a purchaser; but that this fact alone was not a sufficient ground for ordering a return of the deposit. His lordship further held, with regard to the contention that the purchaser was entitled to a return of the deposit on the ground that the condition of sale above mentioned was misleading, that that was a matter involving the existence or validity of the contract which could not

be decided on a vendor and purchaser summons; as regards that, therefore, he left the purchaser to his remedy by action. The application having been only partially successful, no costs were given on either side.—Counsel, *Rudall; Cavanagh.* Solicitors, *Potter, Sandford, & Kilvington; A. J. Thomas.*

High Court—Queen's Bench Division.

REG. v. THE VESTRY OF ST. PANCRAS—22nd November.

Metropolis Management Acts—Vestry—Superannuation Allowance of Officer—Discretion as to Amount—29 Vict. c. 31, s. 4.

Mandamus to the vestry of St. Pancras directing them to consider a claim for a superannuation allowance, and to take the necessary steps to secure such allowance according to the provisions of the Act 29 Vict. c. 31, which was an Act to provide superannuation allowances to officers of vestries and other boards within the area of the Metropolis Local Management Act. The prosecutor, Richard Westbrook, had been a rate collector for the vestry of St. Pancras, and having been in the service of the vestry for above thirty years, and being over seventy-two years of age, he wished to resign. He accordingly wrote to the vestry in December, 1888, stating that he wished to resign as from the following Lady Day, and he asked that a retiring allowance might be given to him. His salary had been at the rate of £480 a year, and according to the scale laid down in the Act, the superannuation allowance would have been £230 a year, and he asked that this allowance of £230 might be granted. This letter was referred to the finance committee, who considered it, and recommended that the allowance of £230 should be given. This report was referred back again by the vestry to the committee to communicate with Mr. Westbrook to ascertain if he would accept a smaller sum, and at the same time stating that if he agreed to accept £150 a year this sum would be voted unanimously. The committee communicated with Mr. Westbrook, and he declined to accept a smaller sum than the £230, to which he said he was entitled under the Act. The attention of the vestry was then called to the case of *Reg.* v. *Vestry of St. George's, Southwark* (35 W. R. 841, 19 Q. B. D. 533), where it was held that if an allowance were granted the vestry has no discretion as to the amount, but the amount must follow the scale laid down in the section of the Act. The vestry then resolved by a large majority to dismiss Mr. Westbrook without granting him any allowance whatever, and he was accordingly dismissed without any superannuation allowance, and a successor was appointed. A rule was obtained at the instance of Mr. Westbrook directing the vestry to hear and consider the matter, and to grant the allowance according to the scale laid down in the statute. It was admitted that the amount of the allowance according to the scale would be £230 a year as claimed by Mr. Westbrook.

The Court (Lord Coleridge, C.J., and Mathew, J.) made the rule absolute for a *mandamus*, and held that, assuming that the vestry had a discretion in the first instance to grant or refuse a superannuation allowance, yet, if they determined to grant any allowance, the amount of such allowance was not in their discretion, but must be according to the scale provided in the statute. They held that in the present case the vestry had resolved to give Mr. Westbrook some superannuation allowance, and, that being so, the amount of the allowance must be according to the statutory scale.—Counsel, *C. A. Russell; Henn Collins*, Q.C., and *M. Smith.* Solicitors, *Cunliffes & Davenport; Beal, Phillips, & Beal.*

SCHWARTZ v. **LOCKET**—22nd November.

Landlord and Tenant—Implied Covenant for Quiet Enjoyment—Tenancy from Year to Year—Landlord himself a Lessee.

Appeal from a judgment of non-suit by the learned judge of the Bloomsbury County Court. The plaintiff was tenant of certain premises, which she held as tenant from year to year from the defendant. In 1877 the defendant had agreed to let the premises to a certain tenant for a term of three years, which expired in 1880, and on its expiration the tenant assigned his interest in the premises to the plaintiff, who thereupon entered into possession of the premises, and so continued in possession as tenant from year to year. In 1887 the defendant's lease of the premises expired, and, his interest having come to an end, both he and the plaintiff were evicted by the superior landlord. The plaintiff, thereupon, brought an action for damages for the eviction against her landlord, the defendant, upon the ground that there was an implied covenant for quiet enjoyment incident to the tenancy, and that she had been disturbed in the enjoyment of the premises, and the question in the case was whether, in such a continuing tenancy from year to year, there is any such implied covenant for quiet enjoyment. The county court judge held that there was no such implied covenant in such a tenancy from year to year, and he nonsuited the plaintiff. The contention for the plaintiff was that the mere fact of the letting from year to year created an implied covenant for quiet enjoyment: *Stranks* v. *St. John* (15 W. R. 678, L. R. 2 C. P. 376). The contention for the defendant was that in such a tenancy from year to year there was no implied covenant for quiet enjoyment: *Penfold* v. *Abbott* (11 W. R. 169).

The Court (Lord Coleridge, C.J., and Mathew, J.) held that the nonsuit was right, and dismissed the appeal. They held that in such a tenancy from year to year there was no implied covenant for quiet enjoyment, and that it would be most unreasonable to assume that the law imposed any such condition in the case of a tenancy from year to year. If the tenant wished to be protected from eviction on the determination of the landlord's interest, there must be an express agreement to that effect. —Counsel, *Ashton Cross; Cock*, Q.C., and *W. S. Goddard.* Solicitors, *Behrend; Leonard Merrill.*

MARSH v. **ESTCOURT**—12th November.

Registration — Parliamentary Voter — County Elector — Service Franchise—Inhabitant Householder—Labourer occupying Cottage on Farm—Payment of Rates—Poor Rate Assessment and Collection Act, 1869, s. 19—Municipal Corporations Act, 1882, ss. 9 (d), 32—Representation of the People Act, 1884, s. 3—County Electors Act, 1888, s. 2.

This was a case stated by the Revising Barrister for the Isle of Wight. The question was whether certain farm labourers were entitled to have their names inserted in Division I., as being both parliamentary voters and county electors, or in Division II. as being parliamentary voters only. The claimants all occupied cottages on the farms of their employers under verbal agreements, the monthly or weekly rent being deducted from their wages. In each case the termination of the employment was to terminate the occupation of the cottage. They were not under any compulsion to occupy such cottages, but were at liberty, if they wished, to live elsewhere. But as a fact each of them occupied such a cottage during the whole of the qualifying period. None of the claimants paid any rates, each cottage being rated as part of the farm and the rates being paid by the farmer; but the names of the claimants appeared in the rate-book as occupiers. The claimants contended that they had a household qualification under section 2 of the Representation of the People Act, 1882, and were also entitled, under section 2 of the County Electors Act, 1888, to be registered as county electors. In support of the objection to their claim to have their names inserted in Division I., it was argued that their only qualification was by virtue of the service franchise under section 3 of the Representation of the People Act, which only applied to parliamentary voters and was not extended to county electors. The revising barrister was of opinion that they occupied their cottages by virtue of their employment, and were therefore entitled to have their names placed in Division II. as inhabitant occupiers, but he disallowed their claim to be entered in Division I. The claimants appealed. It was argued on their behalf (1) that, as they were not compelled to live in the cottages, their occupation was independent of their service or employment, and therefore they were entitled to the parliamentary occupation franchise in contradistinction to the service franchise, and consequently also to the county franchise under section 2 of the County Electors Act, 1888; and (2) that the mere fact that they did not pay rates was no disqualification, for, by section 19 of the Poor Rate Assessment and Collection Act, 1869, "the overseers, in making out the poor rate, shall in every case, whether the rate is collected from the owner or occupier, or the owner is liable to the payment of the rate instead of the occupier, enter in the occupier's column of the rate-book the name of the occupier of every rateable hereditament, and such occupier shall be deemed to be duly rated for any qualification or franchise as aforesaid"; and the effect of that section was not altered by the Parliamentary and Municipal Registration Act, 1878, or the Municipal Corporations Act, 1882; and by the County Electors Act, 1888, the provisions of the former Acts as to rating and registration were to apply to county electors. On the part of the respondent it was said that the Municipal Corporations Act, 1882, made it necessary for an occupier to claim to be rated. By section 9 (*d*) it was made part of his qualification that he should be rated; and, by section 32, it was enacted that "If an occupier of any qualifying property, whether the landlord is or is not liable to be rated to the poor rate in respect thereof, claims to be rated to the poor rate in respect thereof, and pays or tenders to the overseers of the parish where the property is situate the full amount of the poor rate last made in respect of the property, the overseers shall put the occupier's name on the rate-book in respect of that rate." Here the claimants had not so claimed to be rated. As to the question of the service franchise, that was no ground for saying that that franchise was limited to persons who were compelled by their employers to live in a particular house; it was sufficient if they were permitted to occupy, and did, in fact, occupy, the house in virtue of their employment.

The Court (Lord Coleridge, C.J., and Mathew and Wills, JJ.) allowed the appeal. They held that section 32 of the Municipal Corporations Act did not apply to the present case, but only applied to cases to which the Poor Rate Assessment and Collection Act did not apply—viz., where the landlord was not rated. As to the other question, they were of opinion that the claimants did not occupy by virtue of their service, and that the objection that a claimant was merely entitled to the service franchise could only be taken where he was obliged by reason of his service to live in a particular house. The claimants were entitled to be placed in Division I.—Counsel, *R. S. Wright; W. Graham.* Solicitors, *Frith Needham; W. H. Wooldridge*, Sandown.

Bankruptcy Cases.

Ex parte **HARRIS**, *Re* **HARRIS**—C.A. No. 1, 21st November.

Bankruptcy—Appeal from Receiving Order—Notice to Official Receiver—Proceedings under Order stayed pending Appeal.

This was an appeal by a debtor against a receiving order. Proceedings under the order had been stayed pending the appeal. On the opening of the appeal the counsel for the petitioning creditor (on whom alone notice of the appeal had been served) took the preliminary objection that the official receiver ought to have been served. *Ex parte Webber* (*ante*, p. 65), in which the Divisional Court allowed a similar objection to an appeal from a receiving order made by a county court, was cited, as well as the cases there referred to—*Ex parte Ward* (15 Ch. D. 292) and *Re Fletcher* (4

Mor. 113). It was argued that, a receiving order having been made, all the creditors of the debtor had an interest in maintaining it, and that for this purpose the official receiver represented the creditors, just as, under the Bankruptcy Act, 1869, the trustee in a bankruptcy represented the creditors when an adjudication of bankruptcy had been made, and must, therefore, as was held in *Ex parte Ward*, be served with notice of an application to annul the adjudication. The only distinction was, that the property of the debtor did not vest in the official receiver, as it did in a trustee under an adjudication.

The Court (Lord Esher, M.R., and Lindley and Lopes, L.JJ.) overruled the objection, on the ground that, the proceedings under the order having been stayed pending the appeal, the official receiver could do nothing until the appeal had been disposed of. But they reserved their judgment upon the question whether, if there had not been a stay of proceedings, notice ought to have been served on the official receiver. Lord Esher, M.R., said that the appeal was brought upon the ground that the receiving order ought never to have been made. At the time when the receiving order was made an order was also made to stay proceedings pending an appeal. The official receiver could not, therefore, act in the matter at all pending the appeal. Under these circumstances their lordships were all clearly of opinion that it was not necessary to serve the official receiver with notice of the appeal. Whether in cases in which no stay of proceedings had been ordered the official receiver ought to be served with notice of appeal against a receiving order was a matter of general importance, and the court would take time to consider it.—Counsel, *Sidney Woolf* and *Cannot*; *Herbert Reed*. Solicitors, *J. D. B. Lewis*; *Howell Thomas*.

Ex parte THE TRUSTEE, *Re* RIDGWAY—Cave, J., 4th November.

Bankruptcy—Claim against Bankrupt's Estate—Right of Trustee to effect Compromise—Bankruptcy Act, 1883, ss. 57, 89.

An important question was raised in this case as to the powers of a trustee in bankruptcy to enter into a compromise in respect of a claim made against the bankrupt's estate. A receiving order was made against the bankrupt in February, 1885, the statement of affairs shewing secured creditors to the amount of £40,000, holding mortgages over freehold and leasehold properties which it was then estimated would realize something like £33,000 in excess of the sum advanced upon them, and an arrangement was entered into between Mr. Price, who was at first appointed trustee of the bankrupt's estate, and Messrs. Robinson & Fisher, a firm of auctioneers, whereby the latter agreed to advance a sum of £42,000 in order to pay off the secured creditors with interest, taking as they alleged, as security, a charge upon the whole property. Mr. Price subsequently died. Mr. Hurlbatt, the present applicant, being appointed trustee in his place, and a dispute having arisen as to the nature of the security held by Messrs. Robinson & Fisher, notice of motion was in January, 1889, served by them upon the trustee. After due consideration of the matter the trustee came to the conclusion that the claim, being very complicated, was one with regard to which it would be expedient to effect a compromise in order to avoid litigation, and terms having been arranged, they were submitted to the committee of inspection, who approved them, but at a subsequent general meeting of the creditors a resolution was passed refusing to accept the compromise. The trustee now applied to the court for leave to carry out the compromise notwithstanding the resolution of the creditors, it being contended on his behalf that the court had power to overrule such resolution by the decision in *Ex parte Cooks, Re Poole* (21 Ch. D. 397).

Cave, J., refused the application of the trustee. His lordship said that according to the provisions of the Bankruptcy Act a trustee had power, with the permission of the committee of inspection, to make a compromise, but section 89 provided that the trustee must, in the administration of the property of the bankrupt, have regard to any directions which might be given by resolution of the creditors at any general meeting, and any directions so given by the creditors at any general meeting should, in case of conflict, be deemed to override any directions given by the committee of inspection. In the present case the compromise which the trustee proposed to enter into had received the sanction of the committee of inspection, but on the matter being submitted to a general meeting of the creditors the majority of those were opposed to this compromise. Under those circumstances the trustee came to the court and asked that, notwithstanding the resolution of the creditors, he might have leave to enter into the compromise. No doubt the court had power to entertain the question, but the considerations by which it should be guided in dealing with such an application were not so plain. In the case referred to the court did disregard the resolution of the general meeting of creditors, and it did so on the ground that it was passed to favour the debtors, and not in the interests of the creditors themselves. In the present case it was admitted that no improper motive could be imputed to these creditors who had refused the compromise, but it was said that the court ought to overrule their decision on the ground that the compromise was so manifestly beneficial to the estate that the wishes of the majority ought to give way to the wishes of the minority. If the court were to come to that conclusion it would really be saying that the creditors had not acted *bond fide* when it was admitted they had done so. They were business men and had treated the matter in a businesslike manner, and it was a strong thing to ask the court to overrule their decision as to the mode in which their business should be carried on when it was admitted that that decision had been arrived at *bond fide*. The trustee must have the credit for believing that the compromise he wished to see carried out was the best thing for the creditors, but on the other hand they must be credited with believing their own opinion to be the best. That being so, and there being no ground for thinking that the creditors had not honestly and *bond fide* striven to understand the matter and had their own interests in view, it would be wrong to overrule their own decision on their own matter simply on the ground that the result they anticipated might not be realized and might not be so beneficial as they thought it would be.—Counsel, *Herbert Reed*; *Whinney*; *Sidney Woolf*. Solicitors, *Girdlestone & Co.*; *Lyne & Holman*; *G. E. Carpenter*.

THE PRESIDENT OF THE LIVERPOOL LAW SOCIETY ON THE LAW RELATING TO TRUSTEES AND THE LAND TRANSFER BILL.

Mr. Cleaver, the President of the Liverpool Law Society, in the course of his address at the annual meeting, made the following remarks on the above subjects:—

The Trustee Act, 1888, has to some extent corrected the rigour of the code which by successive decisions of our so called courts of equity had been constructed, one is tempted to say, for the oppression of those who undertake the thankless duties of trustees. The Act has been described as containing in every provision of it a monument to martyrs who have suffered in the cause of trusteeship. But to suppose that it has done more than fill up some of the more dangerous pitfalls would, I fear, be a great mistake. For instance, a new terror to trustees has been revived if not revealed by a case (*Clarke* v. *Trelawney* 60 L. T. 620) decided in Mr. Justice Kay's Court in February last. The facts were these:—Trustees of a settlement had power to invest in real securities and to vary investments. In 1875 they sold Consols forming part of the trust funds, the average price in that year being 93¼, and invested the proceeds on a contributory mortgage of real estate which, according to another modern decision, was outside their power of investment. The tenant for life having died, the mortgage money was called in. The whole of the principal money was forthcoming, so that no loss would follow directly from the wrong investment. But in the fourteen years which had elapsed the price of Consols had risen above par, and even in 1889, when they had been converted into 2¾ per cents., the price was about 98. It was successfully claimed on the part of remaindermen that the trustees must replace the stock or repay the proceeds of sale, whichever their *cestuis que trust* preferred. As they could only replace a 3 per cent. by a 2¾ per cent. investment, one is inclined to wonder that they were not ordered to pay in addition the bonus on Mr. Goschen's conversion of 1888. This seems hardly to be that sympathetic administration of justice, that application of principles, which are invoked to mollify or modify the hard and fast rules of law, which used to be regarded as the especial province of equity. In our day matters are reversed, and the statute law is invoked to mitigate the severity of equitable doctrines. I shall not refer to the details of the Act, further than to say that the provisions of section 4 underwent a variety of alterations during the progress of the Bill through both Houses; that your committee lost no opportunity of putting forward their views, and that that section in some important particulars bears testimony to the adoption of those views. The objectionable features of the clause, referred to in the report, were introduced by the standing committee on law in the Commons, and at that stage, and in the month of December, the alternative was to accept them or sacrifice the Bill altogether. Your committee endeavoured to secure some amendments in these respects in the Trust Investment Act of last session, but were assured by Mr. Cozens-Hardy that to press them would jeopardise that Bill too. It is hoped that some other opportunity may occur of dealing with the points in question.

One result of this recurrence of the question of the liabilities of trustees, and of the difficulty which both public bodies and private individuals experience in finding suitable trustees, has been to force into prominence schemes for appointment of a public trustee and for enabling trust companies to act in fiduciary capacities. I think that public opinion is ripening for the adoption of one or other, possibly for both, of these proposals. Three Bills were introduced into Parliament last session having objects of this nature, and though none of them passed into law, I think it may be taken for granted that the subject will occupy attention next session, and that some enactment will be passed. There were two Bills for the appointment of a public trustee, one introduced by the Lord Chancellor, the other by private members in the Commons. The Lord Chancellor's Bill merely provided for the establishment of the office of a public trustee as a corporation sole, and authorized his appointment as trustee or executor either alone or jointly with others. All the details were left to be worked out by rules and orders to be made by the Lord Chancellor. I think the profession is justly dissatisfied with this modern system of delegating the important functions of the Legislature by means of a blank cheque to the judges in the matter of rules and orders. The other Bill contained all the necessary outlines of a complete scheme, which may be summarized as follows:—The appointment of the public trustee and executor was to be entirely voluntary on the part of a testator or of those creating a trust. The Treasury was to appoint a suitable person as public trustee, who was to be a corporation sole, and might be appointed trustee or executor by any deed or will with his expressed consent, or he might accept any such appointment to which he had not previously signified his consent. He might also be appointed in various fiduciary capacities by the court. Fees, on a regulated scale, were to be payable to the Consolidated Fund, which was charged with the expenses of the office, and with the payment in the first instance of all moneys which the public trustee might become liable to pay to beneficiaries. The memorandum prefixed to the Bill stated that the supersession of professional men in relation to trust property was distinctly provided against, but this was not, in fact, made at all clear. The third Bill

above referred to, and which passed the House of Lords, was that of Lord Hobhouse "to enable incorporated companies to act as executors, administrators, and trustees, and in other fiduciary capacities." No company was to be enabled so to act which had not a subscribed capital of at least £100,000, of which £50,000 was to be deposited without power of withdrawal in the Chancery Division, and was to be primarily liable for the due discharge by the company of its duties. There were also provisions for control by the Board of Trade of the scales of charges to be made, and for the audit and inspection of accounts. I think that the adoption of some such scheme as this would be a source of considerable convenience. It is said that the office of trustee involves personal duties to the beneficiaries as well as the mere management of their property. This is perfectly true, and where relatives who may be counted on to perform such duties are available and willing to act, they will doubtless in the majority of cases be preferred. There must however always be a large percentage of cases in which there is no alternative but the appointment of professional trustees, and there is an increasing disinclination on the part of individuals to accept such responsibilities. Personally and as a matter of selection, I am disposed to express a hope that the public trustee will not come into existence—and that the want which as I believe has to be met, will be supplied through the medium of the legislation of the employment of public companies. The genius and traditions of the country are all in favour of private enterprize as opposed to State interference, even in a permissive form. The transfer to official hands of another large section of administrative business will hardly be regarded with favour even by the general public. Indeed this seems to be as natural and appropriate a field for joint-stock enterprize as ordinary insurance, though it does not possess the same elements of speculative profit. There is no apparent reason why a testator should hesitate to trust a well-founded company, of his own selection, with the administration of his affairs, after his death, any more then he now trusts an insurance company with his premiums in the belief that the sum insured will eventually be paid. The important condition is of course the complete security of the trust funds. A deposit of £50,000 as compared with that of £20,000 required from insurance companies seems at first sight adequate. It may on further consideration appear desirable that the amount should be increased. Such trust companies would be almost entirely dependent on the profession for support and success. If they developed a tendency to transfer the legal business of a trust to their own solicitor, they would make a serious mistake and alienate the goodwill of their most important constituents. It is said that such companies would be subject to a conflict of duties. In the interest of their shareholders they must make as much money as possible; in the interest of their *cestuis que trust* they must keep down the expenses of administration. It is urged that these expenses must be heavier than in the case of trusts administered by private trustees; that the company will know nothing about the beneficiaries, will run no risks, and will require every fact to be proved strictly. Such objections would be forcible and valid if any compulsion were contemplated. The selection of the company would be entirely optional. Lord Hobhouse's Bill would meet such a case as that of *Billing* v. *Bregden* (W. N., Dec. 15, 1888), in which North, J., said that he had no power to appoint a corporation to be trustees, but would appoint three nominees of a trust company on their consenting to act as trustees in the ordinary way on their personal responsibility. It seems at least worth while to make the experiment.

For the third year in succession the question of land transfer has occupied a large share of the attention of law societies throughout the country. Any retrospect, therefore, of the work of the session from a lawyer's point of view would be incomplete without some reference to the subject, otherwise, I should probably best consult your wishes by refraining from comment on a topic in regard to which many of us have reached the stage of weariness. It has been exhaustively discussed, particularly in various able papers issued by the Incorporated Law Society, and not much that is new remains to be said. The attitude adopted by the committee towards this Bill, especially towards its compulsory clauses, sufficiently appears from the report, and has been pointedly brought under the notice of individual members of the society by the circulars which have been reprinted in the appendix. The express and almost unanimous sanction which the views therein propounded received at your hands, render it unnecessary that I should enlarge upon them here. There are nevertheless one or two points to which I desire to call attention. The subject of the district registries, or, as they are called in the Bill, the branch offices—*i.e.*, of the principal office in London—which are proposed to be established, has naturally been one in which the interest of provincial lawyers has been very much enlisted. In Lancashire in particular, where we have so long and so successfully waged in the interest of suitors the battle of decentralization, and have been largely instrumental in securing for others as well as ourselves local facilities for the transaction of legal business, a measure which would place buyers and sellers of land under any disability in regard to the conduct of their business, and make them in any degree dependent on a London office must surely be regarded with hostility. Yet the course of discussion this year has disclosed that this result is to be anticipated if this Bill passes. It has been stated on authority that if the branch offices are to be as numerous as the district registries under the Judicature Act—and anything else would hardly meet the case—it would scarcely be practicable to allow any other registration than that with a possessory title to be completed in them, because registration with an absolute or even a limited title would require a conveyancing staff, which—presumably on the ground of expense—it is impossible to expect in so many local centres. Thus, if a landowner in the provinces desired to obtain an immediate benefit in return for the recourse to the registry, which the Bill would make compulsory on him, in the shape of an absolute title which might facilitate re-sales, he must betake himself to the principal office in London. All that his local branch office could do for him would be to register a possessory title, which would be a contribution towards the ultimate creation of a completed register of all lands in the kingdom, but of no practical use to a man who contemplates sale or mortgage. It cannot be too clearly understood that the expense of the process of first registration with a possessory title, whatever be its amount, will be an addition to the present cost of transfer, will in other words be a tax on the next person who buys or succeeds to every piece of land throughout the country for the purpose of defraying the cost of construction of a national register. Can it then be considered unreasonable to contend that if, as a matter of public policy, it be decided that the compulsory construction of such a register is necessary, the State ought to bear the cost. The only means hitherto afforded of ascertaining whether landowners are prepared to adopt a voluntary system of registration has been by the experiment of the Land Transfer Acts of 1862 and 1875, with a registry in London for the country at large, and under rules admittedly involving vexatious expense and delay. I say admittedly because the explanatory papers issued with new rules from the Land Registry Office during the present year have very clearly indicated how and where the expense and delay have arisen under the old rules. But the best illustration of this has been afforded by the numerous cases in which land has been withdrawn from the register by owners who have learned by experience that a registered title so far from facilitating re-sales actually prejudices their chances in the market. It appears to me that it cannot reasonably be concluded that the voluntary system has failed, and that compulsion ought to be adopted, until the experiment has been made of numerous and local district registries qualified to deal with both absolute and possessory titles, and transacting their business under carefully considered rules framed so as to preclude the possibility of the complaints which have rendered registration almost a dead letter in the past.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY OF IRELAND.

The following are extracts from the very terse and carefully-prepared report of the council of this society:—

Law Clerks (Ireland) Bill.—This measure, which was introduced into the House of Commons this year to amend the law regulating the admission of law clerks to the profession of solicitor, was not proceeded with after an adjourned debate on the second reading. The measure was carefully considered by the council, and they regret to say that they were unable to approve of any of its provisions. Its chief proposals were to enable any person who had been for fifteen years a paid clerk to be sworn in a solicitor, on paying the necessary fees and passing the final examination of this society, without any further conditions; and also to enable any person who had been for seven years a law clerk to be sworn in as a solicitor without service under articles, provided he passed the preliminary, intermediate, and final examinations of this society. The council considered that the passing into law of such a measure would be extremely dangerous to the best interests both of the public and the profession, as it would abolish service under indentures, and would lower the educational *status* of solicitors, although the tendency among all leading professions is to raise their educational *status*. Accordingly, the council presented a petition to the House of Commons against the measure, and the English law society took the same course. The council take this opportunity of repeating what former councils have stated, that they have no desire to exclude from the profession those in whose interests this measure was introduced; but they believe that the present system of subjecting law clerks to the same examinations as ordinary apprentices is advantageous; and it is to be observed that during this year sixteen law clerks presented themselves for the various examinations of the society, and of these thirteen passed, one of them obtaining first place at an intermediate examination.

Public Trustee Bill.—This measure, which was introduced in the House of Lords this year by the Lord Chancellor of England, passed through its various stages in that House, and reached the House of Commons. Its object was the establishment of a large central office for the administration and execution, under public officials, including a departmental solicitor, of private trusts and estates. As prepared, it enabled the Lord Chancellor, with the consent of the Treasury, to make rules relative to its administration, and these rules, made as they would be, without the profession having an opportunity of considering them before they came into force, would take the place of what now would require to be carried out by legislation. This is a course of which the council could not approve, and as this country was not excluded from the measure, they forwarded a petition against it for presentation to the House of Commons. The Bill was withdrawn before reaching its second reading in that House. It may be mentioned that since this petition was presented the council have learned that the English Law Society objected to the Bill on the same grounds.

Transfer from the Bar to the Solicitors' Profession.—This question was again under the consideration of the council during this year. A barrister who had been for fifteen years at the bar, in the month of August, 1888, entered a solicitor's office, and had himself disbarred, and in the following November was bound as an apprentice. In the month of May of the present year he applied to the Lord Chancellor for liberty to be sworn in as a solicitor. The council, upon receiving notice of the application, determined to appear at the hearing, with the object of having the rules regulating the transfer of a barrister to the solicitors' profession assimi-

lated as far as possible. The following is the rule of the Honourable Society of King's Inns, which regulates the transfer of a solicitor of five years' standing to the bar:—"Any solicitor who shall have been in practice for not less than five years, and who shall, before his admission as a student, have ceased to be a solicitor, and have had his name removed from the roll upon his own application, may, without passing any preliminary examination, but upon complying with all other conditions of admission, be admitted as a student into the Society of King's Inns, and may be called to the bar at any time after having, subsequently to his admission into King's Inns, kept four terms in King's Inns, or in any of the inns of court in England, and satisfactorily passed an examination in three subjects at least at the honour examination at King's Inns. Any person desiring admission under this rule may present his memorial for admission, and may be admitted as a student at any time after he shall have ceased to be a solicitor and have had his name removed from the roll." Following the lines of this rule, the council passed the following resolution, which they brought under the notice of the Lord Chancellor on the hearing of the application:—"That, whilst the Council of the Incorporated Law Society of Ireland are and have been desirous that greater facilities than at present exists should be afforded for effecting changes from one to the other of the two branches of the legal profession; and whilst they have readily acquiesced in orders of the court for the admission of barristers to the solicitors' profession upon short or nominal apprenticeship in cases where the interests of clients, or the death or illness of relatives, or other special circumstances made such orders necessary or reasonable: still, in the apparent absence of a desire on the part of the bar for such greater facilities for changing to their profession, and in cases where any such circumstances as those above referred to do not exist, the council expect that due regard shall be had to the statutable requirements, and that these requirements shall not be relaxed unless in the case of barristers of five years' standing, and that, in such cases, the applicants be required to serve a period of at least four terms, and to pass the final examination before being admitted as solictors."

The council are happy to be able to state that the Lord Chancellor acquiesced with the terms of this resolution, and made an order in its terms—viz., that the applicant should be admitted on serving one year and passing the final examination.

Appeals from the Decisions of Taxing Masters.—As in the past, appeals by members of the society against the decisions of taxing masters have been supported out of the funds of the society. The decisions appealed against are first considered by the Costs Committee, who report to the council whether, in their opinion, the taxing officer's decision is one against which an appeal ought to be taken, and an appeal is supported if, in the opinion of the council, there is a *bond fide* cause for appeal.

UNITED LAW SOCIETY.

Nov. 25—Mr. Common in the chair.—Mr. Clifton moved: "That the House approves of the recent strikes in the East-end." Mr. H. J. H. Bull opposed, and Messrs. F. M. Voules, Herbert Smith, Arthur Gilbert, H. Westbury Preston, W. S. Sherrington, J. L. V. S. Williams, G. W. Edmonds Miller, C. Le Maistre, A. K. Common, and W. J. Bull also spoke. The motion was carried by ten votes to six.

LAW STUDENTS' JOURNAL.

STUDENTS' BOOKS.

THE STUDENTS' STATUTES. By JOHN F. HAYNES, LL.D., &c. FOURTH EDITION. Horace Cox.

The present edition brings the collection of statutes down to 1889 under appropriate headings. Considering the recent important consolidating statutes relating to arbitration and factors, it seems a pity that the author did not defer publication so as to include the statutes of the late session. The collection seems to cover nearly all the branches of law dealt with in the "Final," excepting admiralty, and will constitute a useful addition to the student's library. We consider it would have been advisable to make "Arbitration" a distinctive heading, instead of including it in the general division of statutes relating to the Queen's Bench Division. Under "Church and Clergy" there appears no mention of the Pluralities Act, 1885 (48 & 49 Vict. c. 54), which is probably more important for examination purposes than the Burial Laws Amendment Act, 1880, which is given in full. The most important cases on the statutes are stated accurately and with commendable terseness, and, notwithstanding the omission of the 1889 statutes, we consider the present edition the most useful of its kind to be met with.

THE STUDENTS' GUIDE TO THE PRINCIPLES AND PRACTICE OF COMMON LAW. By JOHN INDERMAUR, Solicitor. George Barber.

A second edition of this little work, which is apparently intended for bar students, includes the questions recently set at the Easter Examination. After a few pages of advice on what to read, and an elementary sketch of common law practice (twelve pages in all), the rest of the book consists of some thirty pages of questions without answers, and ninety-six pages of questions with answers. Bar students who are very much pressed for time are advised to read the author's "Principles" and "Common Law Cases" instead of Broom's Commentaries. As the author's "Principles" has now become rather voluminous, and "Broom" is the work prescribed by the Council of Legal Education, it might be better advice to advise the students to postpone an examination and read both.

LAW STUDENTS' SOCIETIES.

BRISTOL LAW STUDENTS' SOCIETY.—Nov. 5—Mr. F. F. Cartwright in the chair.—The case for discussion was *Lavery* v. *Purcell*. Mr. Wise moved that the judgment of Chitty, J., be reversed on appeal, and was supported by Messrs. Hawkins and Taylor. Mr. Tratman (and with him Messrs. Fleming, Bowley, and Grey) opposed, and on a vote being taken the motion was lost by a narrow majority.

Nov. 19—T. W. Fleming, Esq., barrister-at-law, in the chair.—Mr. Jefferay Mawer opened in the affirmative on the question of the Government adopting a scheme of State directed and aided emigration to relieve present distress. Mr. Hawkins, as a colonist, opposed; Messrs. Bowley, Taylor, Browne, Tratman, Knee, Knight, and Grey also spoke. After the chairman had summed up, the motion was put to the House, and carried by a majority of six, three members remaining neutral.

LAW STUDENTS' DEBATING SOCIETY.—Nov. 26.—Mr. Foden Pattinson in the chair—Mr. Atherley Jones, M.P., delivered an address on "The Future of the Liberal Party," on the conclusion of which, on the motion of Mr. Crawford, seconded by Dr. Napier, a unanimous vote of thanks was accorded him. In the discussion which followed, Dr. Napier, Messrs. G. H. Devonshire, Wilson, Windsor, Blagg, and others took part. There were fifty-three members and visitors present.

THE INCORPORATED LAW SOCIETY.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 7th of November, 1889:—

Adams, Reginald Henry
Adamson, Reginald Callaway
Addleshaw, Harold Pope
Addleshaw, John William Heywood
A'Deane, John Robert Bayly, B.A.
Allen, Frank Cobbett
Alston, Hallam Newton, B.A.
Ambler, William Henry Tate
Andrews, Frank
Andrews, Richard Coulton
Arnott, Spencer Lumsden
Arton, Clement
Atkinson, Ralph
Bayley, William Oliver
Beavis, George Rowland
Beddoe, William Harry
Behrens, William Henry
Bell, Cecil Walker
Belton, Edward Joseph
Bettinson, George Alfred
Bishop, Joseph George
Block, Harry Allen
Bockett, Robert Arnold
Bond, James Edmund
Bouskell, Frank
Bowden, Joseph Rose
Bracey, Frank Arthur
Bradburne, Charles Randal, B.A.
Brown, George
Burges, George Herbert, B.A.
Burke, Patrick
Burn, Howard Douglas
Burt, William Eaton
Byrne, Edward Cotton, B.A.
Byrne, Thomas James
Cale, Acton John
Champion, Edward Frank
Cheverton, Bernard Alabone
Churchill, Joseph Ernest
Clayton, Francis Hare
Clowes, Edmund Thorold
Cooper, John Richmond
Coote, George
Cotterell, Ernest Alfred
Coupland, Frederick Thomas, B.A.
Coxon, Harold
Davis, Alfred Sidney Newnham, B.A.
Dear, Edmund Burton
Dingle, Frederick Burrington
Dixon, Alfred
Dunn, Thomas Henry Crute
Eaton, Frank Ernest
Edgecombe, Edward Chorley, B.A.
Edmonds, John
Elliott, Philbrick Frank Colechin
Emley, Edwin
Evans, Edward
Farnworth, John
Finch, Ernest Cormack
Fisher, Edward Lamley
Flewker, Herbert Newton
Freeman, Charles Bloomfield
Furniss, John
Gardener, Archibald
Garlick, Percy Kent
Garrett, Newson Littlewood, B.A.
Gibson, Joseph
Gibson, Kenneth Cawley
Gibson, William Henry
Glover, Joseph Hamilton
Goldie, Lewis Alexander
Green, Arthur
Green, Francis Spranger
Greening, Robert
Griffiths, Walter Hepworth
Griffith-Williams, Alfred Mortimer
Gurney, Hugh
Hadden, Henry Alexander, B.A.
Hall, William Frederick
Harvey, Charles Edward
Hawkes, George Edward Gascoigne
Hay, Frank
Hay, Frederick Edward Drummond
Heaver, Alfred
Hollings, Arthur Frederick Alexander
Hood, Herbert John
Howell, John Llewellyn
Hughes, Edward Percival Whitley
Hughes, Robert Bristow
Hurst, John Gibbard
Hutchison, Alfred
Huxtable, William Henry
Ince, Cecil Henry Blundell
Isbell, Charles Edwin
Jackson, Harry
Jackson, John Sydney Blades
Jackson, Stowers William
Kaberry, Harold Knibbs
Kay, Edward Harvey
Kemp, Claude
Kenshole, William
Kimber, Walter Dixon
King, Walter Robert
Large, Arthur Edward
Lavers-Smith, Hamilton, B.A.
Lees, Joseph Herbert
Lewis, Henry North
Lewis, William
Linnell, Herbert
Locock, Henry Thornton, B.A.
Loxton, Samuel Ernest
Lumley, William
Mackenzie, Grenville Reid Shaw
Marriott, Charles Cockburn
Marshall, Thomas
Martin, George Albert
Mathews, Charles Lawrence, B.A.
Messer, Allen Ernest, B.A.
Miller, Charles Daniel
Miller, John

Mills, John
Moore, Arthur William Dodwell
Morgan, William Arthur
Morris, Ronald
Muddiman, Joseph George, B.A.
Muskett, Percy Edward
Nelson, James Edwin Rich
Nevill, Henry Christopher
Newcome, Harold
Newman, Edward
Nicholson, Henry Wallis
Nixon, Edwin Barclay
Noel, Percy
Owen, William Henry
Page, Charles Everitt
Page, Maberly Charles, B.A.
Palmer, William Verney
Parker, Frederick Stanley
Pearce, Kenneth Hamilton
Phillips, Henry George
Pollock, Robert Gordon
Pott, James
Pritchard, James
Pugh, John Jones
Punch, John William Robinson
Rees, Griffith Caradog
Richardson, John
Richardson, William Porter
Risque, John Alfred
Roberts, Edwyn Turner
Robinson, James Edward, B.A.
Rose, Alexander Morrison
Rouse, Arthur John, B.A.
Rutherford, Charles Henry
Sampson, Edward
Sandford, Herbert Edward
Sedgwick, Harold James, B.A.
Serjeant, Richard Flowers
Shepheard, Lewis Wallwyn
Shoesmith, Harry Harcourt
Sills, Edward
Simmonds, George May
Sinnott, George Hall
Skelton, John Ambrose
Slight, William Goode
Smith, Douglas Robert Crawfurth
Smith, Geoffrey Plumpton
Smith, James Alexander, M.A.
Smith, William Hervey
Stallard, Alfred William
Steel, Lauriston Thomas
Stewart, John
Stroud, Stanley
Sturges, Walter Henry
Tarbuck, Albert Arthur
Taylor, Owen Jemson
Thatcher, Alan
Thomas, John
Thomas, Joseph Morgan
Thomas, William Henry
Thomson, Edward Paget
Tickle, Ronald Japheth
Topham, Alfred George, B.A.
Toulmin, George
Traill, Walter Sinclair
Upton, Ralph Gerald
Usher, Craster Mowbray
Wade, Harry Skipton
Wallace, James
Wallis, Preston Gilbert
Walters, John Stewart, B.A.
Warden, William Middleton
Watkins, Edwin Grover
Watson, Arthur Bingham
Watson, Miles Walker
Webb, William Howard
Wheatcroft, William Henry
Whiteley, Frederic James
Wilcocks, Osmund
Wilkes, Henry Edwin
Willis, William Brooke
Wilson, Reginald Thorpe, B.A.
Wintle, Arthur
Wood, James Arthur
Worth, Stanley Baldwin
Wren, Robert Montague

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 5th and 6th of November, 1889:—

Amphlet, Charles Edward
Ardagh, Russell
Arden, Thomas Hollins
Armstrong, Alfred Cameron
Ashton, Ernest
Bailey, Harold Ormrod
Baldwin, Robert
Ballard, Adolphus, B.A.
Barber, Sydney Vaughan
Barnett, Harold Thomas, B.A.
Barrow, Walter
Bayliffe, Reginald Deane
Bedwell, Hugh
Beevor, Rowland
Bell, Ralph
Bellingham, William Clarence
Berry, Thomas William Seager
Bevan, Percy
Bishop, Herbert Edwin
Blackston, Frederick
Blenkiron, Thomas Walter, B.A.
Bone, Edward Henry
Bower, Thomas Holme
Broadbent, Benjamin
Brown, George William Frederick
Bythway, William Henry Vipond
Carpenter, Hedley James, B.A.
Carr, George Frederick
Chamberlin, Alfred Ernest William
Chapman, Frank Henry
Clabburn, Henry James Catling, B.A., LL.B.
Clarke, Thomas William
Clutterbuck, Walter Sweeting
Clutton, Francis Owen, LL.B.
Cobby, Frederick Edward, M.A.
Crawley, James Henry
Creeke, Herbert Buck
Dauney, Arthur William
Davidson, Edward Chambers
Davies, Charles Frederick
Davies, George Duke
Deakin, Francis Howard
Drummond, Duncan Powys
Duffitt, John Edgar
Ellis, Sydney James
Evans, Aneurin Oliver
Evans, William George Eaton
Fenton, Arthur Edward
Fisher, Horace James, B.A.
Fordham, Montague, B.A.
Foulkes, Arthur Glyndwr, M.A.
Fovargue, Henry West
Fowle, James Rogers George
Gascoigne, Frederick Middleton
Gaury, Arthur Jean
Gilmore, Randolph Orme
Goody, Sidney Carr
Gribble, Alfred Wingyett
Habgood, Robert Tanner
Haigh, Arthur Henry, B.A.
Harding, Lansdown, LL.B.
Hare, Harcourt Yates, B.A., LL.B.
Harris, Henry Haden
Harrison, Edwin Wallis
Henwood, Thomas Walkom
Hicks, Ernest, B.A.
Hill, Algernon Frank
Hind, Lewis Westbrook
Hippisley, Reginald
Hirst, John Lee, B.A.
Hirst, Joseph
Houchen, Alan Willis
Jackson, James Edward
Jagger, Frank Herbert
Jones, John David Valentine
Jordan, Percy Holker
Kimber, Charles Dixon, B.A.
King, Charles Wimpenny, B.A., LL.B.
King, Frederick Herbert
King, William Henry
Kingdom, Everard William, B.A.
Kirby, Arthur Forsell
Lambert, Frank Lionel
Lavie, Germain, B.A.
Lingard, George Alexander Rowson
Lowe, Dudley Francis
Lyle, Horatio Peers
Macdonald, George Alexander
Mackenzie, Martin Edward
Marsh, Alban Bower
Marshall, William
Mason, Barry Willicombe
Matthews, Edward Herbert
Meyler, William Montague
Minchin, Spencer Agustus
Moore, Robert
Mote, Frederick John
Nash, Edward Tatham
Nisbet, Harry Bruce, B.A.
Noble, Ernest William
Noel, Guy
Orford, Lewis Alfred, B.A.
Owen, James William
Parkyn, Joseph Atherton
Passman, Charles Herbert, B.A., LL.B.
Pearson, Lewis Henry
Phillips, Mark Thomas
Pickering, Rowland Hayes Evans Umfreville, B.A.
Pollock, Adrian Donald Wilde
Powell, Walter Rice
Prebble, Harry Ward
Pryse, Henry Louis Vanneck, B.A.
Ramsden, John Bent
Ravenor, Henry Temple
Rawstorne, William
Reeves, Herbert Kempson, B.A.
Richards, Joseph Frederick
Richardson, William James Lewis
Roberts, Richard
Roche, Edward Stevenson
Rose, Herbert Watkin
Russell, Arthur Llewellyn
Russell, Joseph Carlisle
Sang, John Hermann
Scott, George Sydney
Sharpley, Walter Hay
Sheehy, Robert Joseph
Smith, Algernon Jason, B.A.
Smith, Charles Arthur
Smith, Francis Edward James, B.A.
Smith, Gilbertson
Smith, Horace Augustus
Southby, Charles
Spark, John Henry
Stevens, Francis Hewitt
Stobart, Charles Hugh
Stocks, Percy Fenwick
Stubbs, William Henry
Tilley, Samuel Yardley
Tilling, Walter James
Todd, Griffith Samuel
Townsend, Bernard, B.A.
Tozer, Edgar Maber
Tremearne, Eustace Sewallis Shirley
Tucker, Ernest Henry
Turner, Hamilton
Turner, Joseph William
Underdown, Herbert William, B.A.
Varey, Francis Challender
Villiers, William Noel
Walker, Henry Milnes
Watson, Ernest Ivens
Whichcord, Julian Frank
Whitfield, George, B.A.
Wicks, Charles Hamilton
Williams, Edward
Williamson, Edwin Frederick
Wilmot, Edward Dudley Lea
Wooton, Thomas John, B.A.
Wykes, John Theodore, B.A.
Wynne, Richard, B.A.

LEGAL NEWS.

OBITUARY.

MR. JOHN DUFFIN THOMSON, solicitor, of Westleigh, Westgate-on-Sea, and No. 12, Southwick-place, Hyde Park, W., died at Westleigh on the 12th inst., aged sixty-eight. The deceased was the eldest son of the late Mr. Abram Thomson, of Edinburgh, and was born and educated at Edinburgh. He was admitted a solicitor in Trinity Term, 1843, and had a considerable practice in London, but retired at the commencement of this year owing to his health giving way. He married in 1861 Frances Ann, daughter of the late Mr. George Smith, J.P., of Paddockhurst, Sussex. The interment took place at Kensal Green Cemetery. Besides the members of his own family there were present Mr. E. Cutler, Q.C., Mr. W. H. Upjohn, Mr. Jas. Sant, R.A., the Rev. R. G. Mead, the Rev. A. A. Lyne, and others.

The Right Hon. FREDERIC ROGERS, Lord BLACHFORD, G.C.M.G., died at his residence, Blachford, Devonshire, on the 21st inst., at the age of 78. Lord Blachford was the eldest son of Sir Frederick Leman Rogers, Bart., and he succeeded to the baronetcy on his father's death in 1851. He was educated at Eton, and he was formerly Fellow of Oriel College, Oxford, where he graduated as a double first (Classics and Mathematics) in 1832. He obtained the Craven Scholarship in 1829. He was called to the bar at Lincoln's-inn in Hilary Term, 1839. He was appointed Registrar of Joint-Stock Companies in 1845, a Commissioner of Colonial Land and Emigration in 1846, a Commissioner of West Indian Incumbered Estates in 1856, and in 1859 he received from the Duke of Newcastle the appointment of Permanent Under-Secretary of State for the Colonies. He rendered valuable public service on the occasion of the foundation of the Dominion of Canada. He retired on a pension in 1871, and he was shortly afterwards created Lord Blachford, and was made a Privy Councillor. In 1881 he presided over the Royal Commission on Metropolitan Fever and Small Pox Hospitals, and he was also a member of the Royal Commission on Cathedrals. Lord Blachford was married in 1847 to the daughter of Mr. Andrew Colville, and sister of the late Sir James Colville. As he leaves no family the peerage becomes extinct, but the baronetcy passes to his younger brother.

APPOINTMENTS.

MR. JOHN VERNON THOMAS LANDER, solicitor, of Wellington, has been appointed Registrar of the Wellington County Court (Circuit No. 27). Mr. Lander was admitted a solicitor in 1881. Mr. Lander has also been elected Coroner for the Wellington District of Shropshire. Both appointments were held by the late Mr. John Bidlake, of Wellington.

MR. FREDERICK ALBERT BOSANQUET, Q.C., has been elected a Bencher of the Inner Temple.

The Right Hon. Sir MICHAEL MORRIS, Bart., Lord Chief Justice of Ireland, who has been appointed a Lord of Appeal in Ordinary, in succession to the late Lord Fitzgerald, is the eldest son of Mr. Martin Morris, of Galway. He was educated at Trinity College, Dublin, and he was called

to the bar in Ireland in 1849. He became a Queen's Counsel in 1863. He was Recorder of Galway from 1857 till 1865, when he was elected M.P. for that borough in the Conservative interest. He was appointed Solicitor-General for Ireland in 1866, and a few months later he became Attorney-General and was sworn in as a member of the Privy Counsel in Ireland. He was a puisne judge of the Court of Common Pleas in Ireland from 1867 till 1876, when he was appointed Lord Chief Justice of that court. He was created a baronet in 1885, and he was appointed Lord Chief Justice of Ireland in 1887.

Sir CHARLES JOHN PEARSON, Knt., barrister and advocate, sheriff of Renfrewshire and Buteshire, has been appointed Sheriff of Perthshire, in succession to Lord Kincairney. Sir J. Pearson is the second son of Mr. Charles Pearson, of Edinburgh. He was educated at the Edinburgh Academy, and he was formerly scholar of Corpus Christi College, Oxford, where he graduated 1st class in Classics in 1863. He was called to the bar at Lincoln's-inn in Trinity Term, 1870, and was admitted a member of the Faculty of Advocates in Scotland in the same year. He was Sheriff of Chancery from 1885 till 1888, when he was appointed sheriff of Renfrewshire and Buteshire. He received the honour of knighthood in 1887.

Mr. HENRY WILLIAM JONES, solicitor, of Colchester, has been appointed Clerk to the county magistrates at that place, in succession to his father, the late Mr. Henry Jones. Mr. H. W. Jones was admitted a solicitor in 1874.

Mr. WILLIAM LOWTHER CARRICK, solicitor, of Guisborough and Saltburn, has been appointed Registrar of the Stokesley County Court (Circuit No. 15), in succession to the late Mr. James Coates Sowerby. Mr. Carrick was admitted a solicitor in 1880.

Mr. EDWIN SIDNEY HARTLAND, solicitor (of the firm of Hartland & Isaac), of Swansea, Pontardulais, and Morriston, has been appointed Registrar of the Gloucester County Court (Circuit No. 53) and District Registrar under the Judicature Acts, in succession to the late Mr. George Francis Riddiford. Mr. Hartland was admitted a solicitor in 1870.

Mr. REGINALD PHILIP SUMNER, solicitor, of Gloucester, has been appointed Clerk to the Commissioners of Taxes for the City of Gloucester, for the Hundreds of Dudstone and Kingsnorton, in succession to his partner, the late Mr. George Francis Riddiford. Mr. Sumner was admitted a solicitor in 1881.

Mr. JAMES MARTIN RUTTER, solicitor, of Bolton, has been elected President of the Bolton Incorporated Law Society for the ensuing year. Mr. Rutter was admitted a solicitor in 1868.

Mr. HENRY CHARLES CROSSFIELD, solicitor (of the firm of Fisher, Son, & Crossfield), of Liverpool, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. GEORGE WILLIAM EDWARDS, solicitor (of the firm of Donnison & Edwards), of Liverpool, has been appointed a Commissioner to administer Oaths in the Chancery Court of the County Palatine of Lancaster.

Mr. ALFRED PROCTER, solicitor, of York, has been appointed Under-Sheriff of that City for the ensuing year. Mr. Procter was admitted a solicitor in 1882.

Mr. JAMES THOMAS ROSSITER, solicitor, of 37, Coleman-street, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. FREDERICK HOARE COLT, barrister, has been elected a Bencher of the Inner Temple.

Mr. DONALD CRAWFORD, advocate, M.P., has been appointed a member of the Royal Commission on Crown Rights in Scotch Salmon Fisheries. Mr. Crawford is the son of Mr. Alexander Crawford, of Aros, Argyleshire. He was educated at Edinburgh Academy and at Balliol College, Oxford, where he graduated second class in Classics in 1860, and he was afterwards elected a Fellow of Lincoln College. He was admitted a member of the Faculty of Advocates in Scotland in 1862, and he was secretary to the Lord Advocate from 1880 till 1885. He has been M.P. for North-East Lanarkshire in the Liberal interest since December, 1885.

Mr. Justice DAY has been elected Treasurer of the Middle Temple for the ensuing year.

The Right Hon. GEORGE OSBORNE MORGAN, Q.C., M.P., has been elected Treasurer of Lincoln's-inn for the ensuing year.

Lord Justice LOPES has been elected Treasurer of the Inner Temple for the ensuing year.

Mr. JOHN CHEYNE, advocate, has been appointed Sheriff of Renfrewshire and Buteshire.

Mr. ALEXANDER LOW, advocate, has been appointed Sheriff of the counties of Ross, Sutherland, and Cromarty.

Mr. ALEXANDER BLAIR, advocate, has been appointed Sheriff of Stirlingshire, Dumbartonshire, and Clackmannanshire.

Mr. DUGALD M'KECHNIE, advocate, has been appointed Sheriff of Chancery in Scotland.

Mr. GEORGE E. SOLOMON, solicitor, of No. 28, Holford-square, London, has been appointed a Commissioner to examine Witnesses and take Affidavits for the Supreme Court of Trinidad and Tobago, and a Commissioner for Oaths, Affidavits, &c., in and for the Courts of the Province of New Brunswick.

Mr. J. WALLIS DAVIES, solicitor, of Colwyn Bay and Abergele, has been appointed Clerk to the Abergele and Pensarn Local Boards.

CHANGES IN PARTNERSHIP.

DISSOLUTION.

EDWARD CHARLES PEAGAM and CHARLES EWBANK SMITH, solicitors (Peagam & Smith), 30, North-street, Rugby. Nov. 21. [*Gazette*, Nov. 26.

GENERAL.

The latest reports of the progress of Judge Bristowe are very satisfactory.

In the case of *Ex parte Webber, Re Webber* (reported *ante*, p. 65), Messrs. Church, Rendell, & Co. were concerned as London agents for Mr. A. F. Seldon, of Barnstaple, the solicitor for the petitioning creditor (the respondent on the appeal), and their counsel in that capacity was Mr. Herbert Reed.

It is stated that, during the 129 days the Special Commission sat, the president has expressed an opinion, addressed observations to the court or witnesses, or made casual remarks 624 times, Sir Archibald Smith 402, and Sir John Day only once, and that at the very beginning of the inquiry. Exactly 500 witnesses were called, to whom 98,267 questions were put.

At Dorchester, on Saturday, before Mr Baron Pollock, a coroner's jury, who had been unable to agree on a verdict, were brought up to be charged by his lordship, under the provisions of the Coroners Act, 1887 (50 & 51 Vict. c. 71). This is stated to be the third occasion recently on which a coroner's jury has been so brought before a judge of assize on this circuit.

In responding to the toast of "The Bench and the Bar," at a dinner of the Plumbers' Company on Monday, the Solicitor-General is stated to have denounced the practice of criticizing the conduct of judges. The licence of comment upon our judges, he is reported to have said, which in most cases was unjust and in all cases was cowardly, because the judges could not defend themselves, was increasing, and it was a matter for serious consideration whether that licence had not gone so far as seriously to interfere with the usefulness of the bench and the administration of justice.

Mr. Baron Pollock, in his charge to the grand jury at Devizes on the 21st inst., referred to the Assizes Relief Act, 1889. He said that the Act, which was passed last session, would, he hoped, solve a question of real difficulty without injury to prisoners or others. It was right and proper that a discretion should be given to the committing justices as to sending cases either to the quarter sessions or the assizes, as they alone were the best persons to judge of the circumstances connected with each case. It was a question whether the mere fact that the assizes happened to come before the quarter sessions was a sufficient special reason to justify committing a sessions case to the assizes, and it would go very far to defeat the object of the Act if it were to be done in all instances. The discretion, however, of the magistrates was unfettered in this respect, and such discretion should be used in each case, regard being had both to the previous history of the accused (whether a first offender or habitual criminal) and the length of time elapsing between the next assizes and the next quarter sessions.

At the Wandsworth Police-court, on Wednesday, Mr. Burton, solicitor, attended in the place of Mr. Collman, who appeared last week, to support a charge preferred against a lad named Percy Ward, at the instance of the London County Council, for stealing lead from the roof of a shed in Battersea Park. He said his object in attending on that occasion was in consequence of what had fallen from the magistrate, and his refusal to permit a gentleman not connected with the legal profession to conduct prosecutions on behalf of the council at that court. He pointed out that it had been the practice during the past thirty years for non-admitted men, but gentlemen engaged in the legal departments of public bodies, to conduct prosecutions at the police-courts of the metropolis. The objection to this mode of proceeding had never been raised before, and the magistrate's remarks were now receiving the consideration of the council. Mr. Mead said he was glad that the matter was being considered by the council, because if such a mode of proceeding were allowed, it would be manifestly unfair to the legal profession. The advantage was being claimed by those who could easily afford to obtain legal assistance.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Appeal Court No. 2.	Mr. Justice Kay.	Mr. Justice Chitty.
Monday, Dec.	2	Mr. Rolt	Mr. Farmer	Mr. Ward
Tuesday	3	Godfrey	Clowes	Pemberton
Wednesday	4	Rolt	Farmer	Ward
Thursday	5	Godfrey	Clowes	Pemberton
Friday	6	Rolt	Farmer	Ward
Saturday	7	Godfrey	Clowes	Pemberton
		Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.
Monday, Dec.	2	Mr. Pugh	Mr. Beal	Mr. Jackson
Tuesday	3	Lavie	Leach	Carrington
Wednesday	4	Pugh	Beal	Jackson
Thursday	5	Lavie	Leach	Carrington
Friday	6	Pugh	Beal	Jackson
Saturday	7	Lavie	Leach	Carrington

WINDING UP NOTICES.

London Gazette.—FRIDAY, Nov. 22.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CORDOVA UNION GOLD CO, LIMITED—Petn for winding up, presented Nov 20, directed to be heard before Kay, J, on Nov 30 Rooks & Co, King st, Cheapside, solors for petner

GEORGE NEAL & CO, LIMITED—North, J, has fixed Tuesday, Dec 3, at 1, at his chambers, for the appointment of an official liquidator

J CLARK & CO, LIMITED—By an order made by Kekewich, J, dated Nov 7, it was ordered that the company be wound up Rising, Leadenhall st, solor for petners

MONTACUT ROYALTIES TRUST, LIMITED—By an order made by Chitty, J, dated Nov 14, it was ordered that the trust be wound up Holmes & Son, Clement's lane, solors for petner

RIO DEL ORO GOLD MINES, LIMITED—Petn for winding up, presented Nov 22, directed to be heard before North, J, on Saturday, Dec 7 Goldberg & Langdon, West st, Finsbury circus, solors for petner

ROCKY BAR WIDE WEST GOLD, LIMITED—Creditors of the old company are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Walter Bramall, 5, Copthall bldgs Montagu, Bucklersbury, solor for liquidator

SAVOY BUILDING CO, LIMITED—Kay, J, has fixed Friday, Nov 29, at 12, at his chambers, for the appointment of an official liquidator

THE ROYAL EXCHANGE BANK, LIMITED—Creditors are required, on or before Dec 20, to send their names and addresses, and the particulars of their debts or claims, to Mr William Hall, 126, Cannon st Snell & Co, George st, Mansion House, solors for liquidator

UNLIMITED IN CHANCERY.

LONDON CONSUMERS PURE SANITARY MILK CO—Stirling, J, has fixed Wednesday, Dec 4, at 12, at his chambers, for the appointment of an official liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

MORGAN MEARS & CO, LIMITED—The Vice-Chancellor has fixed Thursday, Dec 5, at 12, at 2, Clarence st, Manchester, for the appointment of an official liquidator

STANNARIES OF DEVON.

LIMITED IN CHANCERY.

NEW TAMAR SILVER LEAD MINE, LIMITED—By an order made by the Vice-Warden, dated Nov 13, it was ordered that the mine be wound up Hodge & Co, Truro, agents for Chave & Chave, Bishopsgate st, solors for petner

FRIENDLY SOCIETIES.

SUSPENDED FOR THREE MONTHS.

STAPLETON LODGE, Odd Fellows' Arms Inn, Carlton, Selby, York Nov 19

London Gazette.—TUESDAY, Nov. 26.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CITY OF DUNEDIN SUBURBAN GAS CO, LIMITED—Stirling, J, has fixed Thursday, Dec 5, at 12, at his chambers, for the appointment of an official liquidator

ELECTRICAL AUTOMATIC DELIVERY BOX CO, LIMITED—Kay, J, has, by an order dated Nov 2, appointed Frederic George Painter, 2, Moorgate st bldgs, to be official liquidator Creditors are required, on or before Dec 13, to send their names and addresses, and the particulars of their debts or claims, to the above Friday, Dec 20, at 12, is appointed for hearing and adjudicating upon the debts and claims

FELL & CO, LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Mr William Barclay Peat, Middlesborough on Tees Ingledew & Co, Fenchurch st, agents for Parrington, Middlesborough, solor for liquidator

LIFE ASSURANCE AGENTS' JOURNAL CO, LIMITED—By an order made by Stirling, J, dated Nov 16, it was ordered that the company be wound up Lowe, Bedford row, solor for petner

RED ROCK GOLD MINING CO, LIMITED—By an order made by Kay, J, dated Nov 16, it was ordered that the company be wound up Foss & Ledsam, Abchurch lane, solors for petners

SWEDISH MATCH CO, LIMITED—Stirling, J, has fixed Friday, Dec 6, at 12, at his chambers, for the appointment of an official liquidator

THE LONDON AND PROVINCIAL DRAPERY EXCHANGE, LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Frederick Whinney, 8, Old Jewry Poole & Co, Chancery lane, solors for liquidator

THE NORDENHAM DOCK AND WAREHOUSES, LIMITED—Creditors are required, on or before Dec 24, to send their names and addresses, and the particulars of their debts or claims, to Dr G B Clark, M.P., and Mr Harry S Foster, 4, Coleman st

THE STAR NAVIGATION CO, LIMITED—Creditors are required to send in the particulars of their claims or demands to T Ashton Rathbone and Arthur S Radford on or before Dec 31

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

HELM & CO, LIMITED—By an order made by the Vice-Chancellor, dated Nov 14, it was ordered that the company be wound up Addleshaw & Warburton, Manchester, agents for Easthams & Aitken, Clitheroe, solors for petning company

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Nov. 22.

MCMURDO, EDWARD, St Swithin's lane, Esq. March 31. Penfield v McMurdo, North J. Taylor, Furnival's inn

SMALL, WILLIAM PHILIP RIDEOUT, Totton, Southampton, Gent. Dec 21. Butt v Griffin, Stirling, J. Lloyd, Wormwood st

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Nov 19.

BELL, THOMAS, Hetton le Hole, Durham. Dec 31. Ranson & Co, Sunderland

BIGGS, SAMUEL, Hambleden, Buckingham, Grocer. Dec 17. Mercer, Henley on Thames

BLAND, HARRISON, Leicester. Jan 1. Pratt & Hodgkinsons, Newark upon Trent

CAMPBELL, SARAH, Listria pk, Stoke Newington. Dec 24. Paterson & Sons, Bouverie st, Fleet st

CHAMBERS, MARY JANE, Harrogate. Dec 21. Richardson & Byron, Harrogate

CHORLTON, ISAAC, Withington, Manchester, Gent. Dec 23. Jepson & Son, Manchester

CLARKE, EDWARD WILLIAM, Southampton row, Gent. Dec 25. Noon & Clarke, Gt St Helens

CLULEE, FREDERICK, King's Norton, Worcestershire, Builder. Dec 24. Goodrick-Clarke & Smith, Birmingham

COLLINS, WILLIAM WILKIE, Wimpole st, Cavendish sq, Author. Dec 15. Bartley, Somerset st

COX, JOHN, Mill Hill rd, Acton, Gent. Dec 27. Brown, Lincoln's inn fields

DANSON, CHRISTOPHER, Tatham, Lancs, Yeoman. Dec 24. Thompson, Bentham and Lancaster

DREW, SOPHIA, Bristol, Innkeeper. Dec 18. Johnstone, Bristol

EDWARDS, ROBERT, Chester, Gent. Dec 2. Moss & Sharpe, Chester

EVERSHED, EWEN, East Grinstead, Sussex, Esq. Jan 13. Evershed & Shapland, Brighton

FILLINGHAM, ROBERT WILLIAM, Noble st, Salesman. Dec 3. Pettengill, Crooked lane, King William st

GRUNNOW, WILLIAM, Haverfordwest, Butcher. Dec 31. Eaton-Evans & Williams, Haverfordwest

HILL, FREDERICK, Pentonville rd, Free Vintner. Dec 13. Pritchard & Sons, Gracechurch st

HILLYARD, WILLIAM KNIBLE, North view, Wimbledon common. Dec 6. Carter & Bell, Idol lane, Eastcheap

JEFFS, HARRY, Regent st, Furrier. Dec 31. Patten, Gray's inn sq

LAWRENCE, JOHN, Merton bridge, Surrey, Dyer. Dec 16. M. C. Hammond, Belvedere cottages, Church road, Wimbledon

MACRI, SPIRO, Galaxidi, Greece, Commercial Broker. Dec 31. Lydall, John st, Bedford row

MATHIAS, ELIZABETH MARGARETTA, Fishguard, Pembroke. Dec 31. Eaton-Evans & Williams, Haverfordwest

NICHOLSON, ELIZA, Somerset. Dec 14. Sparks & Blake, Crewkerne

PEGLER, JAMES, King Stanley, Glos, Gent. Dec 20. Warman, Stroud

PICTON, Sir JAMES ALLANSON, Wavertree, Lancs, Knight. Dec 19. Tyrer & Co, Liverpool

PORTER, HENRY, Wrington, Somerset, retired Farmer. Dec 18. Wood, Wrington, R.S.O. Somerset

PRICE, JOHN BLOUNT, Highbury Hill, Gent. Dec 31. Torr & Co, Bedford row

RAY, ANNE HADFIELD, Sheffield. Dec 20. Burdekin & Co, Sheffield

RILEY, LUKE, Bingley, Warwick, Farmer. Dec 6. Kirby & Sons, Coventry

ROBINSON, CHRISTOPHER WILLIAM, Dullingham, Cantab, Esq. Dec 7. Frere & Co, Lincoln's inn fields

ROBSON, GEORGE LLOYD, Maidenhead, Berks, Esq. Dec 15. Pownall & Co, Staple inn

RODBARD, REGINALD HENRY, Clifton, Bristol, Esq. Dec 14. Sparks & Blake, Crewkerne

SKINNER, WILLIAM, Weston, Notts, Farmer. Jan 1. Pratt & Hodgkinsons, Newark upon Trent

SMITH, GRACE TYLER, Sissinghurst, nr Staplehurst, Kent. Nov 30. Girdlestone & Co, Pall Mall

THOMPSON, MARY, Hastings. Dec 23. Bowden, Laurence Pountney hill, Cannon st

TURNER, MARY, Hastings. Dec 21. Mann & Knight, Hastings

WEISS, FREDERICK FOVEAUX, Chester ter, Surgical Instrument Maker. Dec 31. Allen & Son, Carlisle st, Soho sq

WOODHAMS, THOMAS HENRY, Guestling, Sussex, Farmer. Dec 15. Langham & Co, Hastings

London Gazette.—FRIDAY, Nov. 22.

ALLCORN, GEORGE, Rotherfield, Sussex, Farmer. Dec 24. Drake & Lee, Lewes

ARBUTHNOT, Lady ALICE MARGARET, Cambridge pl, Hyde pk. Dec 16. Francis & Johnson, Austinfriars

ARBUTHNOT, Sir WILLIAM WEDDERBURN, South Eaton pl, Bart. Dec 16. Francis & Johnson, Austinfriars

BAXTER, RICHARD, Monton, Lancs, Engine Driver. Dec 24. Jones, Manchester

BAYBUT, PHILIP, Flixton, Lancs, Gent. Dec 25. Crofton & Craven, Manchester

BELSON, WILLIAM ARTHUR, St George's house, Eastcheap, Merchant. Dec 25. Lowless & Co, Martin's lane, Cannon st

BOULTER, WILLIAM, Eastnor, Hereford, Farmer. Jan. 20. Masefield, Ledbury

BRACEWELL, CHRISTOPHER GEORGE, Barnoldswick, Yorks, Cotton Spinner. Dec 23. Beaumont & Rigby, Manchester

BUXTON, JOHN, Turret grove, Clapham, retired Gardener. Dec 24. Tyler, Lincoln's inn fields

CARTWRIGHT, ALLEN, Stalybridge, Chester, Gent. Dec 14. Buckley & Miller, Stalybridge

CLEMENTSON, FRANCIS WOODWARD, Aldershot, Lieutenant in 19th Hussars. Jan 1. Coopers, Newcastle, Staffs

CLOUTER, ARTHUR, Plympton, Devon, Schoolmaster. Dec 14. Woolcombe & Son, Plymouth

CURTER, EMILY, Holland rd, Kensington. Dec 9. Blount & Co, Arundel st, Strand

DE LA RUE, WARREN, Portland pl. Dec 31. Wilson & Co, Copthall bldngs

DODSON, SARAH, Southport. Jan 8. Welsby & Smallshaw, Southport

EELLS, EMILY, Bath. Jan 1. Byrne & Lucas, Surrey st, Strand

FLEMING, JOSEPH, South Shields, Boot Maker. Dec 24. Thomson, South Shields

GATES, THOMAS, New Shoreham, Sussex, Shipowner. Dec 30. Cripps, jun, Steyning

GILES, SARAH STEWART, Warwick gdns, Kensington. Dec 31. Young & Co, St Mildred's ct, Poultry

GOUGH, CHARLES WHITEHOUSE, Macclesfield, Hotel Keeper. Dec 26. Mawdsley, Southport

GRAY, CAROLINE LETTICE PHILIPPA, Graham rd, Dalston. Dec 20. Wilkins & Co, Gresham House, Old Broad st

HAYWARD, CHARLOTTE, St Leonards on Sea. Jan 1. Byrne & Lucas, Surrey st, Strand

HODGE, THOMAS, Camborne, Cornwall, Mine Agent. Dec 23. Daniell & Thomas, Camborne

JACKSON, JOHN, Gloucester, Gent. Jan 7. Langley-Smith, Gloucester

JEFFERY, WILLIAM, Broomhill, in Sheffield, Gent. Dec 31. Fretson & Son, Sheffield

LITTLE, HELEN, Alfred st, Liverpool. Dec 31. Herbert & Co, Liverpool

LOMAX, ELIZABETH, Coventry. Dec 16. Kirby & Sons, Coventry

NEWBURGH, MARGARET, Dowager Countess of, Wilton crescent, Belgravia. Dec 9. Blount & Co, Arundel st, Strand

NICHOL, ROBERT BOXALL, Seacombe, Chester, Post Office Superintendent. Dec 20. Bayley, Liverpool

OLIVER, JOHN, Howsham, York, Farmer Jan 9 Waddington, Malton

PENNINGTON, RICHARD, Rugby, Esq Dec 28 Broadbent & Heelis, Bolton

PRATT, HENRY, Lincoln, Wine Merchant Dec 26 Tweed & Co, Lincoln

ROBSON, WILLIAM, Pocklington, York, Gent Dec 28 Underwood, Hull

SCOTT, CHARLOTTE, Viscountess OSSINGTON, Ossington, nr Newark. Dec 24. Few & Co, Surrey st, Strand

THEXTON, ROBERT, Tottenham ct rd. June 8. Shepheards, Finsbury circus

TURTON, HENRY HOBHOUSE, Bournemouth, Esq. Dec 31. Sanderson & Co, Queen Victoria st

WINCKWORTH, WILLIAM, Hythe, Southampton. Dec 14. Candy & Candy, Southampton

WOOD, HELEN CHARLOTTE, Trinity rd, Wandsworth common. Dec 19. Chivers & Frame, Chancery lane

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, late 115, Victoria-st, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

A GOOD INVESTMENT.—To purchase a house by a small deposit and a monthly payment of from 5s. to 10s. in addition to the rent (for a period only), is one of the safest and best investments to make. It requires but a small expenditure of capital, whilst it provides a future permanent income.—Apply for further information to the SECRETARY, Temperance Permanent Building Society, 4, Ludgate-hill, London, E.C.

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Nov. 22.

RECEIVING ORDERS.

ARNOLD, JOHN, Roscoe st, Bunhill row, Wholesale Stationer High Court Pet Nov 19 Ord Nov 19

BAILEY, WILLIAM HENRY, Haslehurst, Ramsbottom, Lancs, Grocer Bolton Pet Nov 7 Ord Nov 18

BARNES, HENRY, Croydon, Surrey, Horsedealer Croydon Pet Nov 19 Ord Nov 19

BEST, ROBERT, Scarborough, Hay Merchant Scarborough Pet Nov 20 Ord Nov 20

CAMFIELD, CHARLES SAMUEL, Houndsditch, Confectioner High Court Pet Oct 23 Ord Nov 18

CHANDLER, KENELIN, late of Oswald villas, Hertford rd, Lower Edmonton, Surveyor High Court Pet Oct 18 Ord Nov 19

COOMBS, PHILIP PETER, Portsea, Tobacconist Portsmouth Pet Nov 18 Ord Nov 18

CREWS, ARTHUR WILLIAM, and ALFRED CHARLES COX, Gloucester, Nurserymen Gloucester Pet Nov 20 Ord Nov 20

DAVIS, GEORGE, late of Crondall st, Hoxton, Perambulator Manufacturer High Court Pet Oct 31 Ord Nov 18

ELLIS, CHRISTOPHER, Crayke, Yorks, Pig Jobber York Pet Nov 18 Ord Nov 18

FELL, JAMES, the elder, and JAMES FELL, the younger, Wavertree, Lancs, Builders Liverpool Pet Nov 19 Ord Nov 19

FRICKER, FREDERICK WILLIAM, jun, High st, Notting hill, Grocer High Court Pet Nov 18 Ord Nov 18

GREENWOOD, EDWARD GIDEON, Arthur st, Walworth, Builder High Court Pet Nov 19 Ord Nov 19

HENNIMAN, JAMES, Monmouth, Baker Newport, Mon Pet Nov 20 Ord Nov 20

HEYES, THOMAS, Openshaw, Lancs, Beerhouse keeper Manchester Pet Nov 18 Ord Nov 18

JOHNSON, DAVID, Leicester, Tailor Leicester Pet Nov 19 Ord Nov 19

JONES, SAMUEL, Seacombe, Cheshire, Baker Birkenhead Pet Nov 19 Ord Nov 19

KING, ARTHUR, St James sq, Notting hill, late Lead Merchant High Court Pet Nov 20 Ord Nov 20

LEVY, LEWIS, King's rd, Chelsea, Fruiterer's Assistant High Court Pet Nov 20 Ord Nov 20

LEVY, MICHAEL CHARLES, Bancroft rd, Mile End, Commercial Traveller High Court Pet Nov 18 Ord Nov 18

LIST, JOHN, and ALFRED EDWARD LIST, Hadleigh, Suffolk, Butchers Ipswich Pet Nov 20 Ord Nov 20

LLOYD, JOHN HENRY, Fotheringhay, Northamptonshire, Clerk in Holy Orders Peterborough Pet Nov 18 Ord Nov 18

MARSH, WALTER THOMAS, Watford, Herts, Watchmaker St Albans Pet Nov 20 Ord Nov 20

MATTHEWS, ROBERT, Cardiff, Builder Cardiff Pet Nov 5 Ord Nov 19

MCCARTHY, JOHN J, New Barnet, Herts, Builder Barnet Pet Oct 30 Ord Nov 20

MILES, WILLIAM, Shrewton, Wilts, General Dealer Salisbury Pet Nov 19 Ord Nov 19

MITCHELL, JOHN, Greensnook, Bacup, Lancs, Yarn Dyer Oldham Pet Nov 4 Ord Nov 15

OXFORD, GEORGE, Queen's Elm parade, Undertaker High Court Pet Nov 20 Ord Nov 20

POSTER, RICHARD, jun, Lewes, Sussex, Veterinary Surgeon Lewes Pet Nov 20 Ord Nov 20

POTTER, GEORGE, Leicester, Builder Leicester Pet Nov 8 Ord Nov 20

RICHMOND, WILLIAM WILKINSON, Castletown, Penrith, Cumberland, Chemist Carlisle Pet Nov 18 Ord Nov 18

RUMLEY, ALFRED GEORGE, Bristol, Cabinet Maker Bristol Pet Nov 15 Ord Nov 18

SHAND, JOHN, Hallfields, Bilston, Staffs, Plumber Wolverhampton Pet Nov 20 Ord Nov 20

SMITH, WILLIAM, Stockton on Tees, Ironworker Stockton on Tees Pet Nov 18 Ord Nov 18

SNOOK, EDWIN, Carmarthen, Baker Carmarthen Pet Nov 20 Ord Nov 20

SWIFT, ROBERT HARVEY, Leeds, Builder Leeds Pet Nov 1 Ord Nov 18

TAYLOR, THOMAS, Greetland, nr Halifax, Cotton Spinner Halifax Pet Nov 20 Ord Nov 20

TEALE, EDWIN GEORGE, Huddersfield, Tailor Huddersfield Pet Nov 20 Ord Nov 20

TEBBITT, HENRI, Bournemouth, Lodging house keeper Poole Pet Oct 31 Ord Nov 18

TYRELL, CHARLES, Southampton, Drug Dealer Southampton Pet Nov 20 Ord Nov 20

WALTERS, SARAH, Quaker's yd, Glamorgan, Grocer Merthyr Tydfil Pet Nov 20 Ord Nov 20

WOODWARD, CHARLES JAMES, Devizes, Wilts, Hairdresser Bath Pet Nov 18 Ord Nov 18

The following amended notice is substituted for that published in the London Gazette of Nov 15.

WEEKES, HENRY TINNOTH, Walton on Thames, Baker Kingston, Surrey Pet Nov 12 Ord Nov 12

FIRST MEETINGS.

ANDREWS, WILLIAM, Cockermouth, Cumberland, Butcher Dec 2 at 2 67, Duke st, Whitehaven

AUSTEN, QUELEZ, Tonbridge, Builder Dec 2 at 2.30 Spencer & Reeves, Mount Pleasant, Tunbridge Wells

BAILEY, WILLIAM HENRY, Ramsbottom, Lancs, Grocer Dec 2 at 3.30 16, Wood st, Bolton

BASSAM, JAMES WILLIAM, Pratt st, Camden Town, Grocer Dec 6 at 11 33, Carey st, Lincoln's inn fields

COOMBS, PHILIP PETER, Portsea, Tobacconist Dec 9 at 3.30 166, Queen st, Portsea

CORNWELL, WILLIAM BENJAMIN, Cardiff, Butcher Dec 2 at 12 Off Rec, 29, Queen st, Cardiff

CUTLER, WALTER THOMAS, Yiewsley, Farmer Dec 2 at 1 Chequers Hotel, Uxbridge

ELLIS, CHRISTOPHER, Crayke, Yorks, Pig Jobber Nov 29 at 10 25, Stonegate, Yorks

FINCH, OLIVER LEMON, Camberwell Station rd, Carman Dec 4 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn

HARRISON, DAVID WALTER, Manchester, out of business Dec 2 at 2.30 Off Rec, Ogden's chbrs, Bridge st, Manchester

HARRISON, FRANCIS, Boston, Lincs, Plumber Dec 5 at 12.15 Off Rec, 48, High st, Boston

HOAD, ROBERT JAMES, Rye, Sussex, Coal Merchant Nov 29 at 2 Young & Sons, Bank bldgs, Hastings

HORSEY, JAMES, Gt Grimsby, Greengrocer Dec 3 at 11 Off Rec, 3, Haven st, Gt Grimsby

HUTCHINSON, JOHN CHARLES, Stoney st, Southwark, Fruit Salesman Dec 4 at 2.30 33, Carey st, Lincoln's inn

KILCOARSE, DELIA, née DELIA PHILBIN, Liverpool, Wholesale Fish Merchant Dec 3 at 12 Off Rec, 35, Victoria st, Liverpool

LEECH, JOHN, Wilmslow, Cheshire, Grocer Dec 2 at 3 Off Rec, Ogden's chbrs, Bridge st, Manchester

LLOYD, JOHN HENRY, Fotheringhay, Northamptonshire, Clerk in Holy Orders Nov 29 at 12 Law Courts, New rd, Peterborough

MANN, JOHN FREDERICK, Stockton on Tees, formerly Grocer Dec 3 at 11 Off Rec, 8, Albert rd, Middlesborough

MARTIN, H., Market pl, Putney, Grocer Nov 29 at 3 119, Victoria st, Westminster

MCCOMBIE, ROBERT BURNS, Surbiton, Surrey, Seedsman Nov 29 at 12.30 16 Room, 30, St Swithin's lane

MEAD, GEORGE, Kenton st, Russell sq, Waiter Dec 3 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

MILES, WILLIAM, Shrewton, Wilts, General Dealer Dec 3 at 3 Off Rec, Salisbury

MILLER, GEORGE, Gt Grimsby, Fisherman Dec 3 at 11.30 Off Rec, 3, Haven st, Gt Grimsby

MITCHELL, JOHN, Greensnook, Bacup, Lancs, Yarn Dyer Nov 29 at 3 Off Rec, Ogden's chbrs, Bridge st, Manchester

MUSE, GEORGE, Sutterton, Lincs, Builder Dec 5 at 12.30 Off Rec, 48, High st, Boston

PEARCY, RICHARD WILLIAM, Norfolk rd, Dalston, late Dealer in Boots Dec 4 at 11 33, Carey st, Lincoln's inn fields

POTTER, THOMAS, Mansfield, Notts, Grocer Nov 30 at 11.30 Off Rec, 1, High pavement, Nottingham

RAWLL, G. J., Ondine rd, East Dulwich, Provision Dealer Dec 3 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

RICHMOND, WILLIAM WILKINSON, Penrith, Cumberland, Chemist Dec 2 at 4 Off Rec, 34, Fisher st, Carlisle

ROUND, JOSEPH, Walsall, Night Soil Foreman Dec 11 at 11.15 Off Rec, Walsall

RUMLEY, ALFRED GEORGE, Bristol, Cabinetmaker Dec 4 at 1 Off Rec, Bank chbrs, Bristol

SHERMAN, J. E., Sunbury on Thames, Gent. Nov 29 at 11 No 16 Room, 30 and 31, St Swithin's lane

SMITH, WILLIAM, Stockton on Tees, Ironworker Dec 3 at 11 Off Rec, 8, Albert rd, Middlesborough

SNELL, WALTER JAMES, Gloucester, Confectioner Dec 4 at 12.30 Off Rec, Bank chbrs, Bristol

STEARS, THOMAS WILLIAM, Kingston on Hull, Gas Engineer Nov 29 at 2 Off Rec, Trinity House lane, Hull

SUTHERLAND, JAMES EDWARD, late Thomas st, Woolwich, Solicitor Nov 29 at 12 119, Victoria st, Westminster

TAYLOR, THOMAS, Greetland, nr Halifax, Cotton Spinner Dec 3 at 3 Off Rec, Ogden's chmbrs, Bridge st, Manchester

TEBBITT, HENRI, Bournemouth, Lodging House Keeper Dec 2 at 12.15 Criterion Hotel, Bournemouth

UWINS, GEORGE, Bromley, Kent, Builder Dec 2 at 3 119, Victoria st, Westminster

WILLIAMS, JAMES EUSTACE, Leatherhead, Surrey Dec 2 at 12 119, Victoria st, Westminster

WILSON, ROBERT, Penrith, Cumberland, Innkeeper Dec 2 at 12.30 Off Rec, 34, Fisher st, Carlisle

WINTER, MARY ANN, Cardiff, Grocer Dec 10 at 10 Off Rec, 29, Queen st, Cardiff

WOOLFORD, JOSEPH, and JOSEPH WILLIAM WOOLFORD, High row, Silver st, Kensington, Builders Dec 3 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

WOODWARD, CHARLES JAMES, Devizes, Wilts, Hairdresser Dec 4 at 3.30 Off Rec, Bank chbrs, Bristol

YABSLEY, JOHN, Paignton, Devon, Builder Nov 29 at 11 10, Athenæum terr, Plymouth

YONGE, WALTER SCRYMSHER VERNON, Brooklands, Bishop's Waltham, Hants, Farmer Dec 2 at 11 Off Rec, 4, East st, Southampton

ADJUDICATIONS.

ARCHER, JOSEPH CROWSON, and GEORGE TAYLOR, Thrinton Mills, Leices, Bakers Leicester Pet Nov 5 Ord Nov 20

BAILEY, WILLIAM HENRY, Ramsbottom, Lancs, Grocer Bolton Pet Nov 7 Ord Nov 20

BEST, ROBERT, Scarborough, Hay Merchant Scarborough Pet Nov 20 Ord Nov 20

BROWN, FREDERICK GEORGE, Melton Mowbray, Saddler Leicester Pet Nov 6 Ord Nov 20

ELLIS, CHRISTOPHER, Crayke, Yorks, Pig Jobber York Pet Nov 18 Ord Nov 18

EVANS, JOHN ROBERT, Denbigh, Chemist Bangor Pet Oct 28 Ord Nov 19

FELL, JAMES, sen, and JAMES FELL, jun, Wavertree, Lancs, Builders Liverpool Pet Nov 18 Ord Nov 19

GREENWOOD, EDWARD GIDEON, Arthur st, Walworth, Builder High Court Pet Nov 19 Ord Nov 19

GROOMS, EDWARD THOMAS, Leicester, Bootmaker Leicester Pet Nov 6 Ord Nov 20

HEYES, THOMAS, Openshaw, Lancs, Beerhouse Keeper Manchester Pet Nov 18 Ord Nov 18

ISRAEL, JUDAH, Widegate st, Bishopsgate st, Biscuit Maker High Court Pet Oct 26 Ord Nov 20

JONES, DAVID, Carmarthen, Grocer Carmarthen Pet Oct 1 Ord Nov 11

JONES, SAMUEL, Seacombe, Cheshire, Baker Birkenhead Pet Nov 19 Ord Nov 19

KIRKBY, ALFRED HENRY, Bedale, Yorks, Excise Officer Northallerton Pet Sept 24 Ord Nov 18

LEVY, MICHAEL CHARLES, Bancroft rd, Mile End, Commercial Traveller High Court Pet Nov 18 Ord Nov 20

LIST, JOHN, and ALFRED EDWARD LIST, Hadleigh, Suffolk, Butchers Ipswich Pet Nov 20 Ord Nov 20

LLOYD, JOHN HENRY, Fotheringhay, Northamptonshire, Clerk in Holy Orders Peterborough Pet Nov 16 Ord Nov 18

MARSH, WALTER THOMAS, Watford, Herts, Watchmaker St. Alban's Pet Nov 20 Ord Nov 20

MATTHEWS, EDWIN DAVID THOMAS, Bedford row, Solicitor High Court Pet Aug 16 Ord Nov 19

POCOCK, GEORGE HILLS, Weston super Mare, Builder Bridgwater Pet Nov 2 Ord Nov 18

RAWLL, G. J., Ondine rd, East Dulwich, Provision Merchant High Court Pet Aug 3 Ord Nov 20

RICHMOND, WILLIAM WILKINSON, Castletown, Penrith, Cumberland, Chemist Carlisle Pet Nov 18 Ord Nov 18

SHAND, JOHN, Hallfields, Bilston, Staffs, Plumber Wolverhampton Pet Nov 18 Ord Nov 20

SHIRRE, ALEXANDER, Cheltenham, House Agent Cheltenham Pet Oct 22 Ord Nov 18

SMITH, WILLIAM, Stockton on Tees, Ironworker Stockton on Tees Pet Nov 18 Ord Nov 18

STEVENS, JOHN SAMUEL, Pinner, Farmer St Albans Pet Nov 12 Ord Nov 16

TEALE, EDWIN GEORGE, Huddersfield, Tailor Huddersfield Pet Nov 20 Ord Nov 20

TYRELL, CHARLES, Southampton, Drugdealer Southampton Pet Nov 20 Ord Nov 20

WALTERS, SARAH, Quaker's yard, Glam, Grocer Merthyr Tydfil Pet Nov 20 Ord Nov 20

WEEKES, HENRY TENNOTH, Walton on Thames, Baker Kingston, Surrey Pet Nov 12 Ord Nov 18
WILMER, WILMER BRADFORD, Batley, Yorks, out of business Dewsbury Pet Oct 24 Ord Nov 18
WOODWARD, CHARLES JAMES, Devizes, Wilts, Hairdresser Bath Pet Nov 18 Ord Nov 18
YATES, JONAS, Leeds, Engineer Leeds Pet Oct 24 Ord Nov 19

London Gazette—TUESDAY, Nov. 26.

RECEIVING ORDERS.

ABRAHAM, EVERATT, Barnetby le Wold, Lincs, Farmer Gt Grimsby Pet Nov 23 Ord Nov 23
ALEXANDER, WILLIAM, Oakfield rd, Anerley, Surrey, Plumber High Court Pet Nov 20 Ord Nov 21
BOOTH, WILLIAM ALFRED, Glossop, Derbyshire, Manufacturer Ashton under Lyne and Stalybridge Pet Nov 22 Ord Nov 22
BRETT, WILLIAM GRIMWOOD, Folkestone, Draper Canterbury Pet Nov 9 Ord Nov 22
BROWN, ARTHUR ANTHONY, Gloucester, Saddler Gloucester Pet Nov 23 Ord Nov 23
CHRISTMAS, MERRINGTON, Histon, Cantab, Builder Cambridge Pet Nov 23 Ord Nov 23
DOUGHTY, HENRY BROUGHAM, High Holborn, Milkdealer High Court Pet Nov 5 Ord Nov 22
FORD, GEORGE ROBERT, Beaconsfield rd, Twickenham, Carver Brentford Pet Nov 19 Ord Nov 19
GANDAY, CHARLES, Long Eaton, Derbyshire, Lace Manufacturer Derby Pet Nov 20 Ord Nov 20
GILBERT, THOMAS, Anstey, Leices, Boot Manufacturer Leicester Pet Nov 22 Ord Nov 22
GODFREY, EDWIN JOHN, Hitchin, Herts, Grocer Luton Pet Nov 23 Ord Nov 23
GOLDRING, FRANK, Hop Exchange, Surrey High Court Pet July 4 Ord Nov 22
HALKETT, Col FREDERICK I COLIN, Beckenham, Kent High Court Pet Nov 11 Ord Nov 22
HART, THOMAS CHARLES, Bedford, Builder Bedford Pet Nov 2 Ord Nov 22
HARVEY, JOHN, St Austell, Cornwall, Mason Truro Pet Nov 21 Ord Nov 21
HASKETT, O H, Devonport, Provision Merchant East Stonehouse Pet Nov 5 Ord Nov 22
HERLEY, EDWARD THOMAS, Dewsbury, Bookseller Dewsbury Pet Nov 22 Ord Nov 22
HOLEY, GEORGE, Beverley, Yorks, Botanic Practitioner Kingston upon Hull Pet Nov 21 Ord Nov 21
LEWIS, JOHN WORKMAN, Alcester, Warwickshire, Grocer Birmingham Pet Nov 16 Ord Nov 21
LONG, WILLIAM ALEXANDER, late of Stroud, Glos, retired Cloth Manufacturer High Court Pet Oct 23 Ord Nov 21
LOVERIDGE, JAMES CLIFFORD, late Strand, Restaurant Keeper High Court Pet Oct 9 Ord Nov 22
MATTHEWS, WILLIAM, Whitby, Yorks, Bookbinder Stockton on Tees and Middlesborough Pet Nov 21 Ord Nov 21
MEGSON, JOSEPH, Ossett, Yorks, Rag Merchant Dewsbury Pet Nov 22 Ord Nov 22
PEDRAZZOLLI, LIBORIO, Old st, St Luke's, Looking Glass Manufacturer High Court Pet Nov 22 Ord Nov 22
PINFOLD, JONATHAN DUMBLETON, Rugby, Engineer Coventry Pet May 17 Ord July 10
PLATT, JOHN, Cobridge, Staffs, Grocer Hanley, Burslem, and Tunstall Pet Nov 21 Ord Nov 21
ROADKNIGHT, CHARLES, Atherstone, Warwickshire, Lime Merchant Birmingham Pet Nov 22 Ord Nov 22
RULE, JAMES, Willingham, Cantab, Blacksmith Cambridge Pet Nov 21 Ord Nov 21
SEWELL, FREDERICK JOHN, War Office, Pall Mall, Civil Service Clerk High Court Pet Oct 1 Ord Nov 11
SMITH, FREDERICK, Pembridge, Herefordshire, Miller Leominster Pet Nov 22 Ord Nov 22
STEWART, GEORGE HENRY, Blackburn, Draper Blackburn Pet Nov 12 Ord Nov 21
STUBBS, EDWARD, Burton on Trent, Baker Burton on Trent Pet Nov 20 Ord Nov 20
WARD, THOMAS, Mervan rd, Brixton, Builder Wandsworth Pet Oct 24 Ord Nov 21
WHITAKER, JOHN, Manchester, Ironmonger Manchester Pet Nov 21 Ord Nov 21
WILSON, HENRY, Barnsley, Confectioner Barnsley Pet Nov 23 Ord Nov 23
WOMERSLEY, WILLIAM HOLDSWORTH, Bradford, Draper Bradford Pet Nov 21 Ord Nov 21
WOOTTON, JOHN WILLIAM, Feltwell, Norfolk, Commission Agent Norwich Pet Nov 22 Ord Nov 22
YATES, SAMUEL, Kelsale, Suffolk, Farmer Ipswich Pet Nov 23 Ord Nov 23
YOUNG, ROBERT, Felling, Durham, Railway Porter Newcastle on Tyne Pet Nov 21 Ord Nov 21

FIRST MEETINGS.

BOUVERIE, Admiral W P, Formerly Longridge rd Earl's Court Dec 6 at 12 33, Carey st, Lincoln's inn
BRAZIER, JOHN HENRY, Grove rd, Bethnal green, Builder Dec 13 at 11 33, Carey st, Lincoln's inn
BURNS, WALTER, New Clee, Lincs, Smackowner Dec 3 at 12 Off Rec, 3, Haven st, Gt Grimsby
CHALK, WILLIAM J, Winchester house, Old Broad st, Civil Engineer Dec 6 at 2.30 33, Carey st, Lincoln's inn
CHRISTMAS, MERRINGTON, Histon, Cantab, Builder Dec 9 at 12.30 Off Rec, 5, Petty Cury, Cambridge
COOPER, WILLIAM, Wrexham, Denbighshire, Slater Dec 3 at 11 45 The Priory, Wrexham
CREWS, ARTHUR WILLIAM, and ALFRED CHARLES COX, Gloucester, Nurserymen Dec 3 at 3 Off Rec, 15, King st, Gloucester
ELCOMB, CHARLES WILLIAM, Kingston, Surrey, Tailor Dec 5 at 11 No 16 Room, 30 and 31, St Swithin's lane
EVANS, WILLIAM, Ryde, I W, Draper Dec 4 at 2 Holyrood chbrs, Newport, I W
GANDAY, CHARLES, Long Eaton, Derbyshire, Lace Maker Dec 4 at 3 Flying Horse Hotel, Nottingham
HANDKEY, V T, Union ct, Old Broad st, Commission Agent Dec 5 at 12 33, Carey st, Lincoln's inn fields
HARVEY, JOHN, St Austell, Cornwall, Mason Dec 3 at 12.30 Off Rec, Boscawen st, Truro
HERRIMAN, JAMES, Monmouth, Baker Dec 4 at 12 Off Rec, 12, Tredegar pl, Newport, Mon
HEYES, THOMAS, Openshaw, Lancs, Beerhouse Keeper Dec 3 at 11.30 Off Rec, Ogden's chbrs, Bridge st, Manchester
ISRAEL, JUDAH, Widegate st, Bishopsgate st, Biscuit Maker Dec 6 at 2.30 33, Carey st, Lincoln's inn fields
JACKSON, JOHN, Birmingham, Heating Apparatus Maker Dec 6 at 11 25, Colmore row, Birmingham
JANSON, HARRY, Burton rd, Kilburn, Gent Dec 5 at 11 33, Carey st, Lincoln's inn fields
JOHNSON, DAVID, Leicester, Tailor Dec 3 at 12.30 Off Rec, 34, Friar lane, Leicester
JONES, EVAN, Skewen, nr Neath, Glam, Collier Dec 9 at 12.30 Castle Hotel, Neath
LATHBURY, JAMES, the younger, Brackley, Northamptonshire, Coal Dealer Dec 7 at 3 1, St Aldate's, Oxford
LIST, JOHN, and ALFRED EDWARD LIST, Hadleigh, Suffolk, Butchers Dec 3 at 12 Off Rec, Ipswich
POTTER, GEORGE, Leicester, Builder Dec 3 at 3 Off Rec, 34, Friar ln, Leicester
RULE, JAMES, Willingham, Cantab, Blacksmith Dec 9 at 12 Off Rec, 5, Petty Cury, Cambridge
STEHR, LUDWIG HENRY, Moor ln, Commercial Traveller Dec 5 at 11 Bankruptcy bldgs, Lincoln's inn
STOKER, ALFRED JOHN, Old Bond st, Bootmaker Dec 5 at 2.30 33, Carey st, Lincoln's inn
MARRIOTT, HERBERT, Birstall, Yorks, Manufacturer Dec 3 at 11 Off Rec, Bank chmbrs, Batley
MARSHALL, EDWIN, the elder, Harborne, Staffs, late Fruiterer Dec 5 at 11 25, Colmore row, Birmingham
STUBBS, EDWARD, Burton on Trent, Baker Dec 5 at 3 Midland Hotel, Burton on Trent
TEALE, EDWIN GEORGE Huddersfield, Tailor Dec 4 at 3 Haigh & Son, Solicitors, New st, Huddersfield
TURNER, MAURICE HENRY, Burnley, Boot Dealer Dec 4 at 3 Exchange Hotel, Nicholas st, Burnley
WALKER, EDWIN, Dewsbury, Engineer Dec 3 at 3 Off Rec, Bank chmbrs, Batley
WEBBER, JOHN GALLIFORD, Landkey, Devon, Innkeeper Dec 3 at 2 King's Arms Hotel, Barnstaple
WORMERSLEY, WILLIAM HOLDSWORTH, Bradford, Draper Dec 5 at 11 Off Rec, 31, Manor row, Bradford
YATES, SAMUEL, Kelsale, Suffolk, Farmer Dec 3 at 12.30 Off Rec, Ipswich
YOUNG, ROBERT, Felling, Durham, Railway Porter Dec 5 at 2.30 Off Rec, Pink lane, Newcastle on Tyne

ADJUDICATIONS.

ARNOLD, JOHN, Roscoe st, Bunhill row, Wholesale Stationer High Court Pet Nov 19 Ord Nov 21
BARBER, C. MONTAGUE, Berkeley pl, Wimbledon, Captain Kingston, Surrey Pet Aug 26 Ord Nov 20
BAUGH, LEONARD JOHN, Llanymynech, Montgomeryshire, Innkeeper Newtown Pet Oct 28 Ord Oct 31
BRANDON, GEORGE HENRY, Landport, Builder Portsmouth Pet Aug 16 Ord Oct 25
BROWN, ARTHUR ANTHONY, Gloucester, Saddler Gloucester Pet Nov 23 Ord Nov 23
CAMPKIN, JOHN, Dutton, Cheshire, Farmer, Warrington Pet Oct 22 Ord Nov 21
CHRISTMAS, MERRINGTON, Histon, Cantab, Builder Cambridge Pet Nov 23 Ord Nov 23
COCKER, HENRY, Manchester, General Finisher Manchester Pet Nov 9 Ord Nov 22
COOMBS, PHILIP PETER, Portsea, Tobacconist Portsmouth Pet Nov 18 Ord Nov 18
DAVIS, GEORGE, late Orondale st, Hoxton, Perambulator Manufacturer High Court Pet Oct 31 Ord Nov 22
DRIVER, JOSEPH, Pudsey, Yorks, late Boot Dealer Bradford Pet Oct 19 Ord Nov 19
GANDAY, CHARLES, Long Eaton, Derbyshire, Lace Manufacturer Derby Pet Nov 20 Ord Nov 20
HALE, EDWARD JOHN, Tue Brook, Liverpool, late Assistant Secretary of the Mersey Docks and Harbour Board, Liverpool Liverpool Pet Oct 18 Ord Nov 22
HANDKEY, V T, Union st, Old Broad st, Commission Agent, High Court Pet Oct 10 Ord Nov 22
HARVEY, JOHN, St Austell, Cornwall, Mason Truro Pet Nov 21 Ord Nov 22
HOAD, ROBERT JAMES, Rye, Sussex, Coal Merchant Hastings Pet Sept 28 Ord Nov 21
JONES, EDWARD, Moss Side, Manchester, Draper Salford Pet Oct 31 Ord Nov 22
KILLOCARSE, DELLA, nee DELLA PHILBIN, Liverpool, Wholesale Fish Merchant Liverpool Pet Nov 9 Ord Nov 21
KING, ARTHUR, St James's sqr, Notting Hill, late Lead Merchant High Court Pet Nov 20 Ord Nov 22
LATHBURY, JAMES, jun, Brackley, Northamptonshire, Coaldealer Banbury Pet Nov 11 Ord Nov 21
LEGOFFER, ABRAHAM, Brockley, Kent, Perfumer High Court Pet Nov 13 Ord Nov 22
LEVY, LEWIS, King's rd, Chelsea, Fruiterer's Assistant High Court Pet Nov 20 Ord Nov 20
MASTERS, FRANCIS, Grosvenor rd, Mildmay park, Merchant High Court Pet Oct 24 Ord Nov 21
MATTHEWS, ROBERT, Cardiff, Builder Cardiff Pet Nov 5 Ord Nov 20
MATTHEWS, WILLIAM, Whitby, Yorks, Bookbinder Stockton on Tees and Middlesborough Pet Nov 21 Ord Nov 21
MEGSON, JOSEPH, Ossett, Yorks, Rag Merchant Dewsbury Pet Nov 22 Ord Nov 22
MITCHELL, JOHN, Greensnook, Bacup, Lancs, Yarn Agent Oldham Pet Nov 4 Ord Nov 19
PLATT, JOHN, Cobridge, Staffs, Grocer Hanley, Burslem, and Tunstall Pet Nov 21 Ord Nov 21
PORTER, RICHARD, jun, Lewes, Sussex, Veterinary Surgeon Lewes Pet Nov 20 Ord Nov 23
RULE, JAMES, Willingham, Cantab, Blacksmith Cambridge Pet Nov 21 Ord Nov 21
SMITH, FREDERICK, Pembridge, Herefordshire, Miller Leominster Pet Nov 22 Ord Nov 22
SNELL, WALTER JAMES, Eastville, Glos, Confectioner Bristol Pet Nov 14 Ord Nov 23
SNOOK, EDWIN, Carmarthen, Baker Carmarthen Pet Nov 20 Ord Nov 22
STUBBS, EDWARD, Burton on Trent, Baker Burton on Trent Pet Nov 20 Ord Nov 20
TEBBITT, HENRI, Bournemouth, Lodging house Keeper Poole Pet Oct 31 Ord Nov 21
WHITAKER, JOHN, Manchester, Ironmonger Manchester Pet Nov 21 Ord Nov 21
WILSON, ROBERT, Penrith, Cumberland, Innkeeper Carlisle Pet Nov 16 Ord Nov 23
WORMERSLEY, WILLIAM HOLDSWORTH, Bradford, Draper Bradford Pet Nov 20 Ord Nov 21
YOUNG, MAURICE, Milford, Surrey, Nurseryman Guildford and Godalming Pet Aug 29 Ord Nov 22

ADJUDICATION ANNULLED.

BAILEY, HENRY, jun, Marwood, Devon, Gent Barnstaple Adjud Jan 27, 1887 Annul Nov 21, 1887

SALES OF ENSUING WEEK.

Dec. 2.—H. S. BENINGFIELD, Esq., at the Mart, E.C., at two o'clock, Absolute Reversion (see advertisement, Nov. 23, p. 4).

Dec. 4.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at two o'clock, Absolute Reversion and Life Interest (see advertisement, this week, p. 6).

Dec. 5.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, E.C., at two o'clock, Absolute Reversion and Life Interest (see advertisement, this week, p. 6).

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

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All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.